



AUCTION/CHICAGO

12 March 2020 12 pm central wright20.com

20TH CENTURY **ART**

EXHIBITION/NEW YORK

4-12 March 2020 10 am-6 pm Monday-Saturday 507 W 27th Street, New York NY 10001

EXHIBITION/CHICAGO

5-12 March 2020 10 am-5 pm Monday-Friday or by appointment





WAYNE THIEBAUD b. 1920

Untitled

1960

ink on paper

26 h × 40 w in (66 × 102 cm)

Signed and dated to lower right 'Thiebaud 1960'.

\$6,000-8,000

Provenance

Allan Stone Gallery, New York

101

TRACEY EMIN b.1963

A Feeling of Past

2012

gouache on paper

9¾ h × 9¾ w in (25 × 25 cm)

Signed, titled and dated to lower edge 'Tracey Emin 2012 A Feeling of Past'.

\$7,000-9,000

Exhibited

I Followed You to the Sun, 2 May-22 June 2013, Lehmann Maupin, New York

Provenance

Lehmann Maupin, New York

Private Collection

BALTHUS (BALTHASAR KLOSSOWSKI DE ROLA) 1908-2001

Untitled (study for Nu de Profil)

1972

pencil on paper

25 h × 19 w in (64 × 48 cm)

Signed to lower right 'B'.

\$10,000-15,000

Literature

Balthus Drawings, Gallery: Gertrude Stein, pl. 11

Exhibited

Balthus, 28 May-15 August 2015, Gagosian Gallery, Hong Kong Balthus Drawings, 1 May-30 June 1980, Gallery: Gertrude Stein, New York

Provenance

Frédérique (Frederica) Tison

Collection of Gertrude Stein, New York



PAVEL TCHELITCHEW 1898-1957

Untitled

1951

pastel on paper

19 h × 13¾ w in (48 × 35 cm)

Signed and dated to lower right 'P. Tchelitchew VII/51'.

\$15,000-20,000

Exhibited

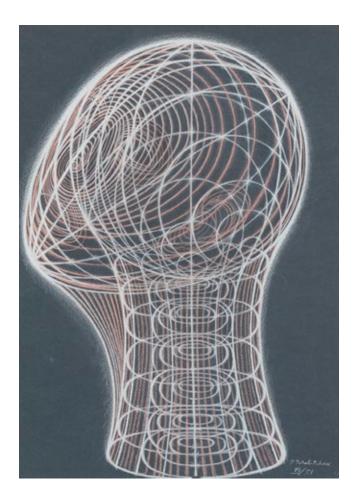
Surrealism: From Paris to New York, 12 May-

31 July 1990, Arnold Herstand & Company, New York

Provenance

Robert Isaacson Gallery, New York

Collection of Gertrude Stein, New York



LÁSZLÓ MOHOLY-NAGY 1895-1946

Konstruktionen: Kestnermappe 6 (Constructions: Kestner Portfolio 6)

1922-23

lithograph and letterpress in colors on heavy wove paper

\$180,000-220,000

23½ h × 17½ w in (60 × 44 cm) This complete portfolio of six lithographs includes

a cover page and colophon page. Signed to lower right of each work 'L. Moholy-Nagy.' Numbered to colophon '33'. This portfolio is number 33 from the edition of 50 printed by Robert Leunis & Chapman, Hannover and published by Eckart von Sydow, Kestner-Gesellschaft, Hannover and Verlag des Buchhändlers Ludwig Ey, Hannover. Sold with a digital copy of the invoice from Robert Henry Adams Fine Art, Chicago.

Literature

Moholy-Nagy: Future Present, Solomon R. Guggenheim Foundation et al., ppg. 52–53 Moholy-Nαgy, Passuth, pl. 122-127

Exhibited

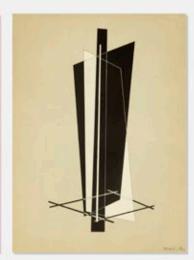
An Architect Collects: Robert D. Kleinschmidt and a Lifetime of Fine Arts Acquisitions, 20 April-29 July 2007, Krannert Art Museum and Kinkead Pavilion, University of Illinois, Urbana-Champaign

Provenance

Gift from the artist to Walter Paepcke Estate of Walter Paepcke Robert Henry Adams Fine Art, Chicago Collection of Robert Kleinschmidt, Chicago

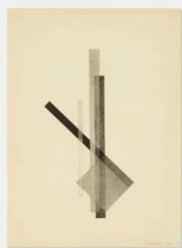














Kestnermappe 6 was the last in a series published by Kestner-Gesellshaft and bookseller Ludwig Ey, highlighting contemporary artists of the time. The striking graphic design of the cover and colophon of the portfolio show Moholy-Nagy's innovative approach to typography.



Olese 6. Kasiner-Mappe words in Verlage Codints to Palanower von Eduart 1. Sprine in einer einmelitigen Auflages von 30 momensfesten
und vom Klindler stipplarten Examplaren herverstegenben.
Den Druck bestergte
Rob. Leunits u. Ossprean G. m. b. H.
Hannereu, in Frühjahr 1923.
Dies Exampler trägt die

AN IMPORTANT AND RARE PORTFOLIO BY A BAUHAUS MASTER

Lázsló Moholy-Nagy created *Kestnermappe* 6 at a defining moment in his dynamic and astonishingly short career; the portfolio, published the same year Moholy-Nagy began teaching at the Bauhaus, marks a maturation point of his work, as well as the moment when Russian Constructivism's influence had spread to emerging international avant-garde movements. The importance of this work to Moholy-Nagy, within his extensive body of work, is highlighted by him gifting the present lot to Walter Paepcke around 1944, who was instrumental in furthering Moholy-Nagy's vision and establishing the New Bauhaus in Chicago.

This suite of six lithographs, rarely offered as a complete portfolio, embodies Moholy-Nagy's efforts to bring a utopian humanism to abstraction and merge pure form with pure thought. Moholy-Nagy creates pictorial planes that have an interior order and strength—a systematic *rightness* that is seen not just in his art, but in his life as an educator and institution builder—first at the Bauhaus in Weimar and then at the School of Design in Chicago.

Moholy-Nagy worked in a wide-range of disciplines, including photography, painting, collage, typography, sculpture and filmmaking, but his vision always superseded the limitations of any one medium. Though he made prints for just a few short years in the early 1920s, Kestnermappe 6 is not only his greatest accomplishment in the medium, but is one of the finest examples of Constructivist printmaking that exists. The delicate tonal ranges achieved in these prints mirror Moholy-Nagy's experiments with light and transparency in photograms he was making at the time with his wife, photographer Lucia. Similar to his paintings from this era, the forms in these prints have a lightness and clarity, yet are grounded in relation to each other to create a selfcontained, complete space that is not simply rational, but deeply felt.

These prints also prefigure the influential body of print design Moholy-Nagy would create at the Bauhaus, including the *Bauhausbücher* series, made in collaboration with Walter Gropius, the then-director of the institution. Gropius had invited Moholy-Nagy to head the Metals Workshop after seeing an exhibition of his sculptures in Berlin in 1922; Moholy-Nagy joined the venerated Bauhaus as its youngest professor, and helped steer the institution back toward its original focus of industrial design and a socialist posture concerned with designing for the greater good.

Moholy-Nagy left the Bauhaus in 1928, and moved back to Berlin to start his own design studio. He fled the Nazis, moving to London in 1935 and in 1937, he received a fortuitous telegram from the Association of Arts and Industries (AAI)—an organization of art-minded businessmen in Chicago—asking him if we wanted to establish a new school in the spirit of the Bauhaus, and that Walter Gropius, then teaching at Harvard, had recommended him for the undertaking.

Moholy-Nagy found himself in Chicago in 1938, heading the New Bauhaus out of Marshall Field's mansion on Prairie Avenue. Unfortunately, the ill-fated school closed after just one year; the AAI pulled funding, due to a volatile stock market, as well as their woeful misunderstanding of the importance of experimental pedagogy at the Bauhaus over the immediate production of tangible, commercial goods. One member of the AAI, Walter Paepcke, the founder of the Container Corporation of America, believed in Moholy-Nagy and in 1939, he underwrote the opening of the School of Design, with Moholy-Nagy at its helm and an optimistic mission to "meet the needs of industry and reintegrate the artist into the life of the nation".

Driven by his wife Elizabeth, who was an ardent collector and supporter of the arts (especially avant-garde European movements), Paepcke was one of the first American industrialists to bring "good design" to a company's branding and products in an innovative and thoughtful way. Though a capitalist at his core, Paepcke shared with Moholy-Nagy a desire to "search the new dimensions of the industrial society and to translate the findings into an emotional orientation". Together, Paepcke and Moholy-Nagy worked tirelessly to promote the union of industry and the arts in a way that humanized mass production and brought idealism to a post-war landscape frightful and skeptical of the dominance of machines. Moholy-Nagy gifted the present lot to Paepcke, in gratitude of Paepcke's generosity and support. In 1946, Moholy-Nagy tragically passed away, though the School of Design persisted and still exists today as the Illinois









BURGOYNE DILLER 1906-1965 Untitled (First Theme)

1965 graphite and crayon on paper 11 h × 8¾ w in (28 × 22 cm) Signed and dated to lower right 'd 65'. \$4,000-6,000

Exhibited

Burgoyne Diller: The 1960s—Paintings, Sculpture and Drawings, Michael Rosenfeld Gallery, New York, 19 March—8 May 2004

Provenance
Estate of Burgoyne Diller
Spanierman Modern, New York
Private Collection

100

ILYA BOLOTOWSKY 1907-1981

Untitled (Column)

1967

painted wood

36 h × 8 w × 5 d in (91 × 20 × 13 cm)

Signed and dated to lower edge 'Ilya Bolotowsky 67'.

\$20,000-30,000

Provenance

Acquired directly from the artist

Thence by descent



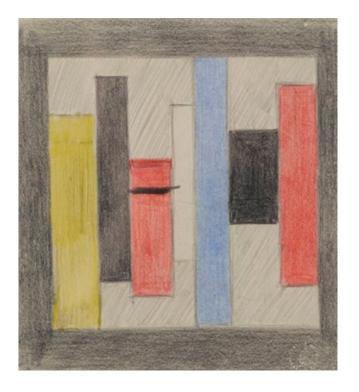
JOHN MCLAUGHLIN 1898-1976 Untitled

Ontitio

oil on masonite in artist's frame
38 h × 32 w × 1½ d in (97 × 81 × 4 cm)
Signed and dated to verso 'McLaughlin Apr 1954'.
\$100,000–150,000

Provenance Circle B Gallery, Santa Monica Private Collection, California





BURGOYNE DILLER 1906-1965

Untitled

c. 1942 graphite and crayon on paper 6 h × 5½ w in (15 × 14 cm) Burgoyne Diller Estate stamp to lower right. \$4,000–6,000

Provenance
Estate of Burgoyne Diller
Spanierman Modern, New York
Private Collection



109

CHARMION VON WIEGAND 1896-1983

Untitled

c. 1945

gouache on paper 14 h × 11 w in (36 × 28 cm)

\$3,000-5,000

Provenance

Acquired directly from the artist
Collection of Gertrude Stein, New York

THOMAS DOWNING 1928-1985

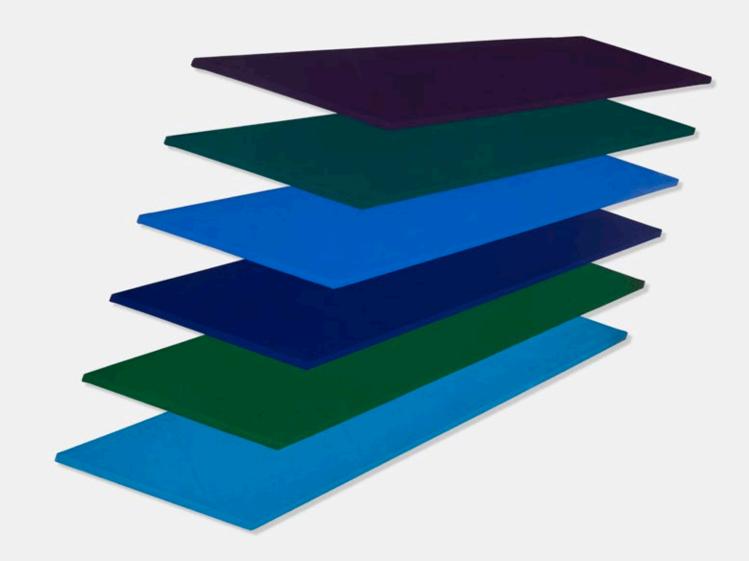
Fourteen

1967

acrylic on canvas over masonite 108 h \times 64½ w \times 1 d in (274 \times 163 \times 3 cm) Signed, titled and dated to verso 'Thomas Downing Nov 67 Title: Fourteen'. \$10,000–15,000

Exhibited
Gallery Reese Palley, San Francisco,
9 June–9 July 1969

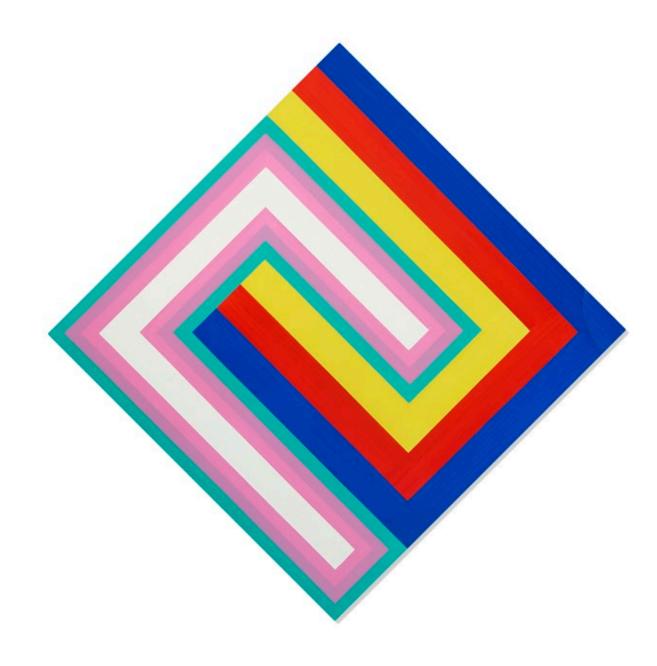
Provenance Allan Stone Gallery, New York





ROBERT SWAIN b. 1940 Untitled (#705)

acrylic on canvas
42 h × 42 w in (107 × 107 cm)
Signed, dated and numbered to verso
'Robert Swain 1978 #705'.
\$3,000-5,000



112

ERNEST DIERINGER 1932-2016

Announcement

1966

acrylic on canvas 94 h × 93 w in (239 × 236 cm)

Signed to verso 'Dieringer'.

\$5,000-7,000

Exhibited

Dieringer, 26 April–14 May 1966, Poindexter Gallery, New York

Provenance

Poindexter Gallery, New York

Private Collection, New York

FREDERICK HAMMERSLEY

1919-2009

Biased #9

1978

oil on linen 24 h × 24 w in (61 × 61 cm)

Incised signature and date to lower right

'Hammersley 1978'. Artist's studio label

to verso 'Biased #9 1978 Frederick Hammersley

Albuquerque, NM'.

\$15,000-20,000

Provenance

L.A. Louver, Venice, CA Private Collection







FRIEDEL DZUBAS 1915-1994 Maelstream II

1975 acrylic on canvas mounted to board $6\frac{1}{4}$ h × $5\frac{1}{4}$ w in (16 × 13 cm) Titled and dated to verso 'Maelstream II 1975'. \$2,000–3,000

Provenance
Leslie Feely Fine Art, New York
Private Collection

115

FRIEDEL DZUBAS 1915-1994 Alleman

1973

acrylic on canvas mounted to board 10 h × 10 w in (25 × 25 cm)

Titled and dated to verso 'Alleman 73'.

\$3,000-5,000

Provenance
Loretta Howard Gallery, New York
Yares Art Gallery, New York
Private Collection

EDWARD CLARK 1926-2019

Untitled

1954

oil on canvas

72 h × 28¼ w in (183 × 72 cm)

Signed to lower right 'Clark'. Signed and dated to verso 'Clark 54'. This work has been in a Chicago collection for thirty-five years. The present owner of this work contacted Ed Clark in 1996 and Clark confirmed its authenticity.

\$50,000-70,000

Provenance

Private Collection, Chicago







SAM FRANCIS 1923-1994 Untitled

1985 acrylic on canvas 7 h × 5½ w in (18 × 14 cm) Signed to verso 'Sam Francis'. \$7,000–10,000

Provenance
Brooke Alexander, New York
Private Collection

118

ROBERT S. NEUMAN 1926-2015

Square Green-Gray

1955

oil on canvas 57¼ h × 56½ w in (145 × 143 cm)

Signed, titled and dated to verso 'Square Green-Gray R.S. Neuman 1955'.

\$5,000-7,000

Provenance

Acquired directly from the artist Allan Stone Gallery, New York

JENNIFER BARTLETT b. 1941

In the Garden III, #7 (diptych)

1982

enamel on glass (left) and gouache on paper under glass (right)

42 h × 120 w in (107 × 305 cm)

Each element measures: 42 h × 60 w inches.

\$20,000-30,000

Literature

Jennifer Bartlett, Walker Art Center, pg. 154 illustrates this work

Provenance

Collection of Mr. and Mrs. Terry Goodrich Private Collection







OLIVER LEE JACKSON b. 1935

Untitled

1977

oil-based enamel on canvas 107½ h × 178½ w in (273 × 453 cm)

\$20,000-30,000

Exhibited

Oliver Jackson: Recent Work, June 1980, Allan Stone Gallery, New York

Provenance

Acquired directly from the artist Allan Stone Gallery, New York

JOSÉ GUERRERO 1914-1992

Untitled

c. 1960
oil on canvas
60 h × 48 w in (152 × 122 cm)
Signed to verso 'José Guerrero'.
\$50,000-70,000



CHARMION VON WIEGAND

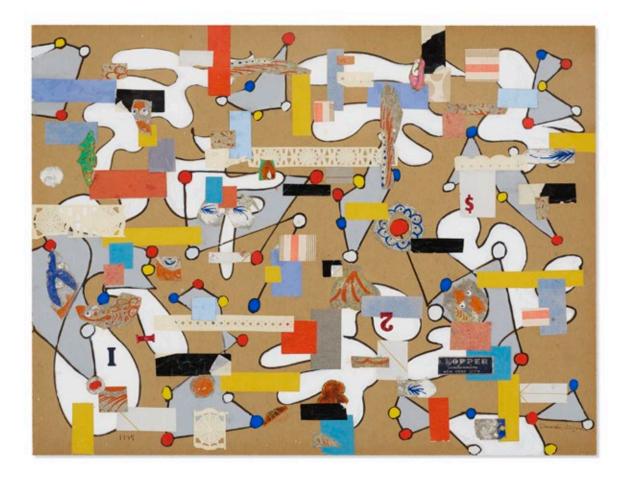
1896–1983 Untitled

1947

collage and acrylic on paper board $_{11}$ % h × 15½ w in (30 × 39 cm) Signed and dated to lower edge '1947 Charmion Wiegand'.

\$5,000-7,000

Provenance
Acquired directly from the artist
Collection of Gertrude Stein, New York



FRANTIŠEK KUPKA 1871-1957

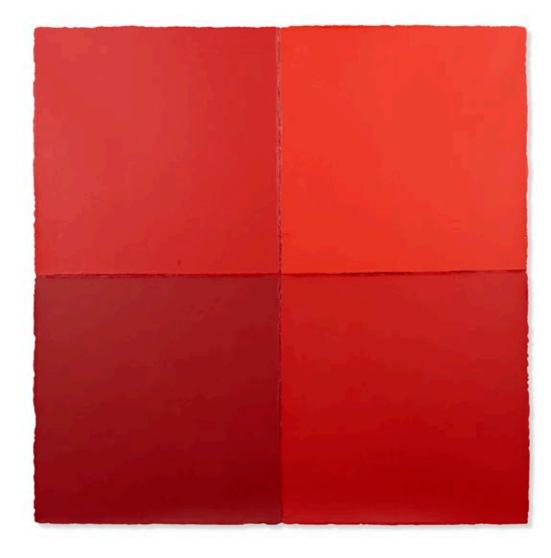
Untitled

c. 1925 goauche on paper 11 h × 11½ w in (28 × 29 cm) Signed to verso 'Kupka'. \$15,000-20,000

Provenance
Rose Fried Gallery, New York
Collection of Gertrude Stein, New York







KAZUKO INOUE b. 1946

Untitled

1982

acrylic on canvas 50 h × 50 w in (127 × 127 cm)

Signed and dated to verso '© Kazuko Inoue 82'.

\$4,000-6,000

Provenance

Acquired directly from the artist

Allan Stone Gallery, New York

125

KAZUKO INOUE b. 1946

Untitled

2006

acrylic on linen

52 h × 52 w in (132 × 132 cm)

Signed and dated to verso 'Kazuko Inoue 2006'.

\$4,000-6,000

Provenance

Acquired directly from the artist

Allan Stone Gallery, New York

BETYE SAAR b. 1926 Grandma's Garden

1972 mixed media assemblage in artist's frame 13½ h × 11 w × 1¼ d in (34 × 28 × 3 cm) Signed, titled and dated to verso 'Grandma's Garden 1972 Betye Saar'.

\$30,000-50,000

Literature

Feminist Studies Inc., Vol. 30, No. 1, Spring 2004, pg. 84 Conjure Women: Betye Saar and Rituals of Transformation 1960-1990, Carpenter, pg. 218 American Women Artists: From Early Indian Times to the Present, Rubinstein, pg. 419 Shrovetide in Old New Orleans, Reed, ppg. 151–52 Feminist Art Journal, Winter 1975–1976, pg. 5

Exhibited

Betye Saar: Selected Assemblages, 21 July-7 October 1984, Los Angeles Museum of Contemporary Art Betye Saar, 20 March-20 April 1975, The Whitney Museum of American Art, New York Betye Saar, 1973 University of California Art Gallery, Los Angeles Betye Saar: Black Girl's Window, 15 December 1972-25 January 1973, Berkeley Art Center, Berkeley, CA

Provenance Collection of the artist Monique Knowlton Gallery, New York Allan Stone Gallery, New York



IMI KNOEBEL b. 1940

An meine grüne Seite

2009

painted aluminum, aluminum, painted plastic 10¼ h × 7 w × 1¾ d in (26 × 18 × 4 cm)

This work is comprised of three parts: an aluminum wall-mounted ledge holds separate pink and green elements, which lean against the wall. Signed, dated and numbered to verso 'Imi 2009 25/25'. This work is number 25 from the edition of 25 unique works published by Deutsche Guggenheim, Berlin. Sold with original box, instructions for installation and an additional green painted plastic piece.

\$5,000-7,000

Provenance
Deutsche Guggenheim, Berlin
Private Collection, Berlin





128

GUY YANAI b. 1977

Plant on Roof

2019

oil on linen

33 h × 25¼ w in (84 × 64 cm)

Signed and dated to verso 'Guy Yanai 2019'.

\$3,000-5,000

Provenance

Conrads, Dusseldorf

Private Collection





MASAAKI YAMADA 1930-2010 WORK NO. C.O

1962 oil on canvas $10^34 \text{ h} \times 8^34 \text{ w in } (27 \times 22 \text{ cm})$ Signed and dated to verso '1962 M. Yamada'. \$4,000-6,000

Provenance
Private Collection, Japan
Private Collection, New York

130

BERNARD AUBERTIN 1934-2015

Untitled

2014 acrylic on canvas 12 h × 12 w in (30 × 30 cm) \$1,000-1,500

Provenance
Acquired directly from the artist
by the present owner

MARC QUINN b. 1964

Bill Waltier (Blind from birth)

2005

marble

20³/₄ h × 9³/₄ w × 10 d in (53 × 25 × 25 cm)

Incised signature and number to underside 'Marc Quinn 1/3'. This work is number one

from the edition of three.

\$8,000-12,000

Provenance

White Cube, London

Private Collection





AL HANSEN 1927-1995

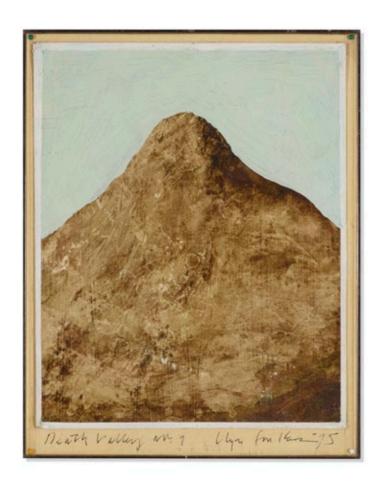
Pansy Fear Goddess

1985

cigarette butt collage on paper 10 h × 8 w in (25 × 20 cm) Signed, titled and dated to lower edges 'Patchogue Long Island Pansy Fear Goddess Al Hansen 1985'.

\$3,000-5,000

Provenance
Private Collection, California



133

LLYN FOULKES b. 1934 Death Valley No. 7

1975

photograph with hand-coloring in oils mounted to cardboard in a moulded plexiglass frame 15 h \times 12 w \times 2 d in (38 \times 30 \times 5 cm) Signed, titled and dated to lower edge 'Death Valley No 7 Llyn Foulkes 75'.

\$5,000-7,000

Exhibited

Llyn Foulkes, 1975, Willard Gallery, New York Llyn Foulkes, 1975, Galerie Darthea Speyer, Paris

Provenance

Willard Gallery, New York Sotheby's, New York, *Arcade Paintings*, 12 December 2006, Lot 280 Private Collection, California





BRUCE CONNER 1933-2008

Untitled (inkblots, two works)

c. 1985 ink on folded paper 2¾ dia in (7 cm)

\$5,000-7,000

Provenance 871 Fine Arts, San Francisco Private Collection, California



135

BRUCE CONNER 1933-2008

Untitled

1970

ink on paper 4 h × 5¾ w in (10 × 15 cm)

Signed and dated to verso 'Bruce Conner April 211970'. Sold with a signed letter

from the artist to David Gilhooly.

\$5,000-7,000

Provenance

Acquired directly from the artist Collection of David Gilhooly Private Collection, California





BRUCE CONNER 1933-2008

Tar People

c. 1958 oil and tar on panel 4% h × $2\frac{1}{2}$ w in (12×6 cm) Signed to lower right 'Conner'. \$5,000-7,000

Exhibited

Rat Bastard Protective Association, 1 October 2016–7 January 2017, The Landing, Los Angeles

Provenance

Private Collection, California

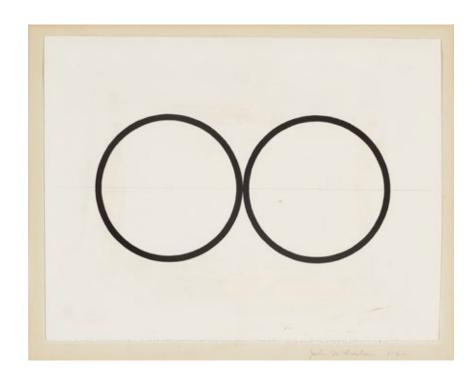
137

GRAY FOY 1922-2012

Untitled

c. 1945
graphite on paper
41/4 h × 23/4 w in (11 × 7 cm)
Signed to lower left 'Gray Foy'.
\$3,000-5,000

Provenance





JOHN MCCRACKEN 1934-2011 Untitled

1964

ink and graphite on paper 10¼ h × 13 w in (26 × 33 cm) Signed and dated to lower right 'John McCracken 1-64'. \$3,000-5,000

Provenance

Private Collection, California

139

MARGARET KEANE b. 1927 Untitled

c.1960
oil on canvas
18 h × 14 w in (46 × 36 cm)
Signed to upper right '© MDH Keane'.
\$3,000-5,000

Provenance James D. Julia Auctioneers, Fairfield, ME, 24 August 2005, Lot 281 Collection of Ivy Shaw, St. Helena, CA

CHARLES FREDERIC RAMSEY 1875-1951

Untitled

1948 oil on board 23½ h × 19 w in (59 × 48 cm) Signed to lower right 'C.F.R.'. \$10,000-15,000

Provenance
Private Collection, California



EDWIN RUDA 1922-2014

Fermi's Trolley

1968

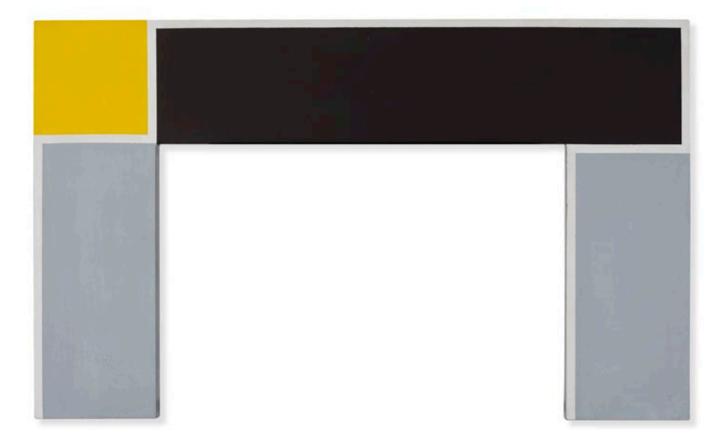
acrylic on canvas

34³/₄ h × 57 w × 2½ d in (88 × 145 × 6 cm)

Signed and dated to verso 'E Ruda 68'.

\$3,000-5,000

Provenance



GOTTFRIED HONEGGER 1917-2016

Untitled

1981

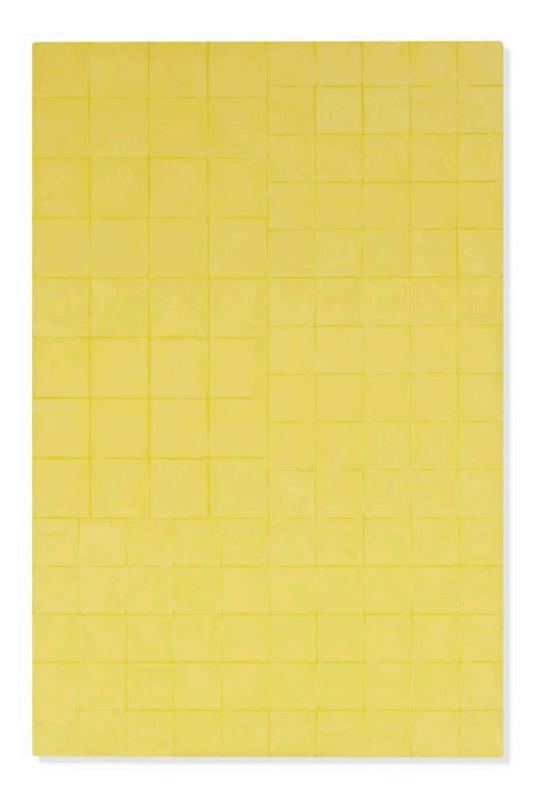
acrylic on canvas 59 h × 39¼ w in (150 × 100 cm)

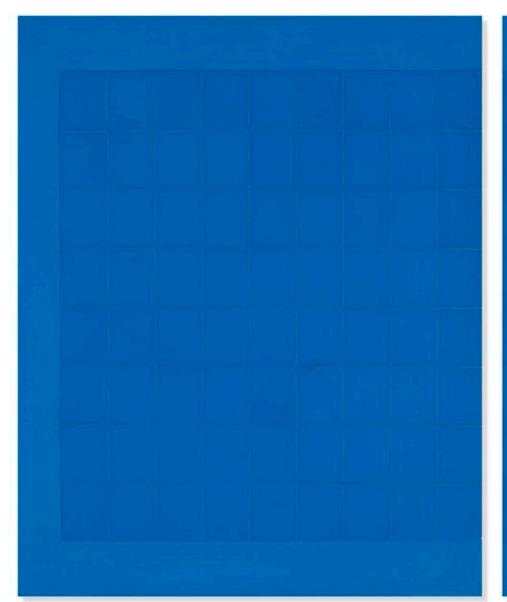
Signed and dated to verso 'Honegger 1981'.

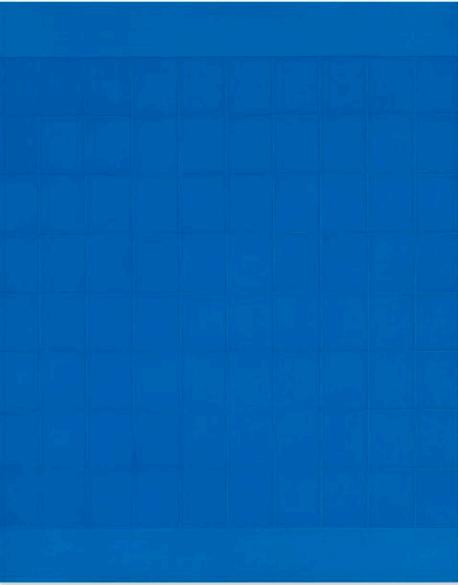
\$7,000-9,000

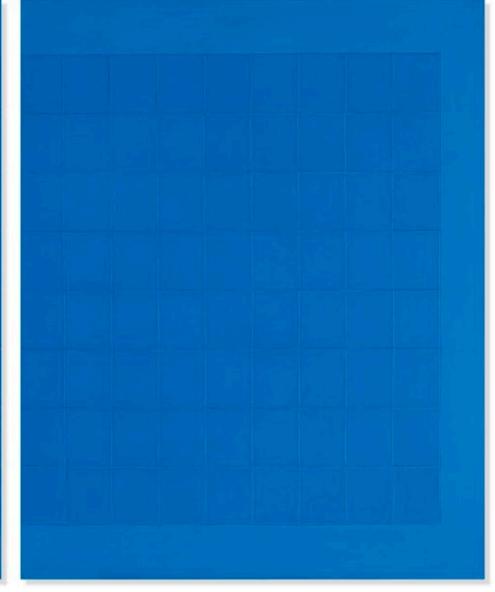
Provenance

Atlantic Richfield Oil Corporation, Los Angeles









GOTTFRIED HONEGGER 1917-2016

Untitled (triptych)

1981

acrylic on canvas

29½ h × 70½ w in (75 × 179 cm)

Signed and dated to verso of each element

'Honegger 1981'.

\$5,000-7,000

Provenance

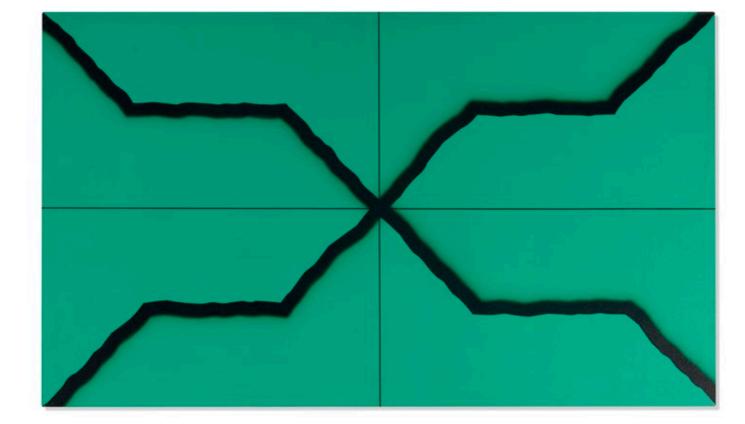
Atlantic Richfield Oil Corporation, Los Angeles

MARIO YRISARRY b. 1933

Untitled

c. 1970
acrylic on canvas
48 h × 82 w in (122 × 208 cm)
Signed to verso 'Yrisarry'.
\$2,000-3,000

Provenance
Private Collection, Long Island
Clarke Auction Gallery, Larchmont,
NY, Fine Art, Midcentury, Antique & Asian
Auction, 10 September 2012, Lot 17
Private Collection, California



MARIO YRISARRY b. 1933

Untitled

1974

acrylic on canvas

66 h × 66 w in (168 × 168 cm) Signed and dated to verso 'Yrisarry 1974'.

\$3,000-5,000

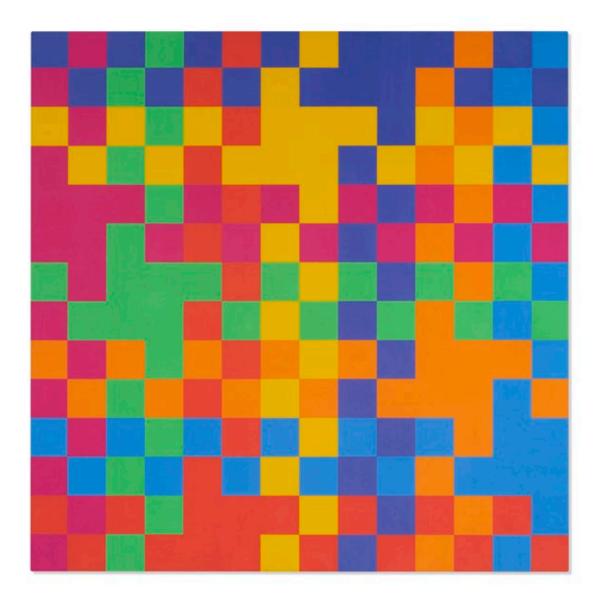
Provenance

Private Collection, Long Island

Clarke Auction Gallery, Larchmont,

NY, Fine Art, Midcentury, Antique & Asian

Auction, 10 September 2012, Lot 16







GEORGE ALBERT HARRIS 1913-1991

Untitled

1946
oil on masonite
19½ h × 15½ w × ¾ d in (50 × 39 × 2 cm)
Signed to lower right 'GAH'. Signed and dated to verso 'George A Harris 1946'.
\$3,000-5,000

Provenance
Private Collection, California

147

OSKAR FISCHINGER 1900-1967

Triangle Dancer (Abstraction #288)

c.1956

oil on board

15 h × 10 w in (38 × 25 cm)

Signed to lower right 'O.W. Fischinger'.

\$5,000-7,000

Provenance

Estate of Oskar Fischinger
Bonham's, San Francisco, SoMa Estate Auction,
23 November 2008, Lot 6108
Private Collection, California





JIMMY ERNST 1920-1984 Untitled

gouache and ink on paper 18¼ h × 12 w in (46 × 30 cm) Signed and dated to lower right 'Jimmy Ernst 51'. \$1,000-1,500

Provenance Private Collection, California 149

MARION MESSINGER 1908-1989 Untitled

1948
oil and ink on masonite
25½ h × 31½ w in (64 × 80 cm)
Signed and dated to lower right
'Marion G. Messinger 9 '48'.
\$1,500–2,000

Provenance
Private Collection, California

CHARLES ALSTON 1907-1977

Untitled

c. 1965 watercolor, wash, pen and ink on paper 12 h \times 9 w in (30 \times 23 cm) Signed to lower right 'Alston'. \$3,000-5,000

Provenance
Estate of the artist
Randall Galleries, New York
Private Collection, California



FRANCO GARELLI 1909-1973

Untitled

1957

iron

34½ h × 12 w × 5½ d in (88 × 30 × 14 cm)

\$3,000-5,000

Provenance

Agenzia d'Arte Moderna, Rome

Private Collection, California





152

FEDERICO CASTELLÓN 1914-1971

Theirfore Peasants Shall Reincarnate

1956

ink, pencil and gouache on paper 17½ h × 12 w in (44 × 30 cm) Signed, titled and dated to lower left 'Theirfore [sic] Peasants Shall Reincarnate Federico Castellón NY 56'.

\$5,000-7,000

Provenance

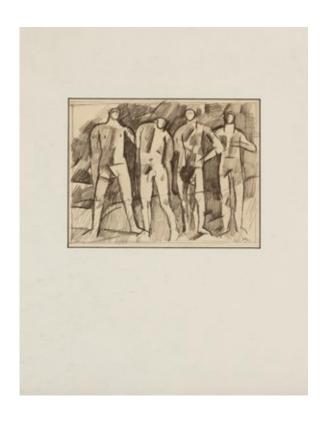
CLAIRE FALKENSTEIN 1908-1997

Sun Structure

oil on board 37½ h × 30¼ w in (95 × 77 cm) Signed, titled and dated to lower right 'Sun Structure Claire Falkenstein Jan 59'. \$20,000-30,000

Provenance
Dusanne Gallery, Seattle
Private Collection, California







KEITH VAUGHAN 1912-1977

Four Men

1961
graphite on paper
11 h × 8¼ w in (28 × 21 cm)
Signed in image 'KV'. Titled and dated to lower right 'Four Men 1961'.
\$1,500–2,000

Provenance Private Collection, California 155

KEITH VAUGHAN 1912-1977

Untitled

c.1952-53

gouache on paper board 5¼ h × 6¼ w in (13 × 16 cm)

Signed to lower right 'Keith Vaughan'.

\$5,000-7,000

Provenance

Tib Lane Gallery, Manchester Private Collection, California

HUGÓ SCHEIBER 1873-1950

Untitled

c. 1930
oil on board
19 h × 19 w in (48 × 48 cm)
Signed to lower right 'Scheiber H'. Stamped
to verso 'Magyar Nemzeti Galéria Budapest'.
\$2,000-3,000

Provenance
Private Collection, California



NORMAN CARTON 1908-1980

Galanan

1965
oil on canvas
20 h × 25 w in (51 × 64 cm)
Signed to lower left 'Carton'. Signed
and numbered to verso 'Carton 1264'.
\$700-900

Provenance Private Collection, California

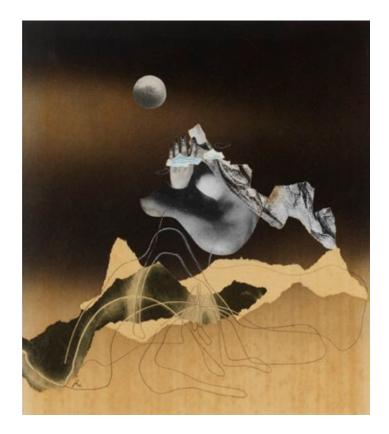


JURO KUBICEK 1906-1970

Untitled

1946 collage, ink, and graphite on paper 13 h \times 11 3 4 w in (33 \times 30 cm) Signed and dated to lower left 'JK 46'. \$1,500–2,000

Provenance



ENZO BRUNORI 1924-1993

Untitled

1956

watercolor on paper

18½ h × 13½ w in (47 × 34 cm)

Signed and dated to lower right 'E. Brunori 56'.

\$1,000-1,500

Provenance

Collection of Jack Palance

Fairchild's Fine Art and Keystone

State Auctioneers, Tehachapi, CA,

12-14 October 2007







WAYNE THIEBAUD b. 1920

Saint's Head

1950

lithograph

7 h × 101/4 w in (18 × 26 cm)

Sheet measures 8 h × 10 w inches. Signed, titled, dated and numbered to lower margin 'Thiebaud 50 Saint's Head E/12'.

\$1,000-1,500

Provenance

Private Collection, California

161

JEAN MIOTTE 1926-2016

Untitled

1998

ink and acrylic on paper 29% h × 22% w in (76 × 57 cm) Signed and dated to lower right 'Miotte 98'.

\$1,500-2,000

Provenance





MICHELLE STUART b. 1933 Untitled

c.1975
graphite and colored pencil on paper
with linear and numerical impressions
15¼ h × 11½ w in (39 × 29 cm)
Signed to lower right 'M. Stuart'.
\$1,000-1,500

Provenance Private Collection, California 163

MICHELLE STUART b. 1933 Untitled

c.1975

graphite and colored pencil on paper with linear and numerical impressions 12% h × 19% w in (32 × 50 cm)
Signed to lower right 'Michelle Stuart'.
\$1,000-1,500

Provenance
Private Collection, California





MARK DI SUVERO b. 1933 Untitled

c. 1980

gouache and phosphoroescent paint on paper 23½ h \times 17½ w in (60 \times 44 cm)
Signed and inscribed to verso 'For Manuel with Love Forever Mark di Suvero'.

\$3,000-5,000

Exhibited

A Private Need (A Private Collection), 19 May-15 July 2001, Arts Benicia Gallery, Benicia, CA

Provenance Gift from the artist to Manuel Neri Arts Benicia Gallery, Benicia, CA Private Collection, California

165

MON LEVINSON 1926-2014 Tondo VI

1963–64 cut paper construction on board 30½ dia in (77 cm) Signed, titled and dated to verso 'Mon Levinson Tondo VI 1963-64'. \$1,000–1,500

Provenance
Private Collection
Wright, Modern and Contemporary
Art, 9 November 2003, Lot 389
Private Collection, California



HERBERT BAYER 1900-1985

Molecule

1971
acrylic on panel
13¼ h × 9¼ w in (34 × 23 cm)
Signed, titled, dated and numbered
to lower edge 'Bayer Molecule 1971/32 17V'.
\$3,000-5,000

Provenance
Acquired directly from the artist
Private Collection, California



167

HERBERT BAYER 1900-1985

Chromatic Accumulation

1971

acrylic on paper

19 h × 1434 w in (48 × 37 cm)

Signed, titled, dated and numbered to lower edge 'Bayer 71/41 Chromatic Accumulation 1971/41 29V'. \$3,000-5,000

Provenance

Acquired directly from the artist Private Collection, California





EUGENIA SUMIYE OKOSHI

1921-2008

Untitled

c.1968

oil on canvas

60 h × 60 w in (152 × 152 cm)

\$3,000-5,000



169

EDVINS STRAUTMANIS 1933-1992 Clam Walk

1972

acrylic on canvas

91 h × 79 w in (231 × 201 cm)

Signed and titled to verso 'Strautmanis Clam Walk'.

\$3,000-5,000

Provenance

Acquired directly from the artist Allan Stone Gallery, New York





ROBERT KULICKE 1924–2007 Multicolored Flowers in a White Vase

1959
oil on panel
11 h × 9 w in (28 × 23 cm)
Signed and dated to upper edge 'Kulicke 59'.
\$2,000-4,000

Exhibited

Robert M. Kulicke: 15 Works, 16 February–16 March 2013, Davis & Langdale Company, Inc., New York

Provenance
Davis & Langdale Company, Inc., New York
Private Collection



171

JOHN GRAHAM 1886-1961 Still Life

1926
oil on canvas
16 h × 12 w in (41 × 30 cm)
Signed and dated to lower right 'Graham 26'.
This work contains additional painting by the artist to verso.

\$6,000-8,000

Literature

John Graham: Maverick Modernist, Parrish Art Museum, pg. 31, pl. 7 Art and Antiques, May 2017, pg. 86 John Graham: Sum Qui Sum, Allan Stone Gallery, pg. 39

Exhibited

Grand Salon: The Visionary Eye of Allan Stone, 13
September—10 November 2018, Allan Stone Projects,
New York John Graham: Artist Sweating Blood,
7 September—21 October 2017, Allan Stone Projects,
New York John Graham: Maverick Modernist,
7 May—30 July 2017, Parrish Art Museum, Water
Mill, NY Feast for the Eyes, 30 July—6 November
2016, Nassau County Museum of Art, Roslyn Harbor,
NY John Graham: Sum Qui Sum, 22 October—22
December 2005, Allan Stone Gallery, New York

Provenance
John Torson, New York
Allan Stone Gallery, New York

ARMAN 1928-2005 Small Aleph

ball bearings embedded in polyester 17½ h × 9¾ w × 2¾ d in (44 × 25 × 7 cm) Incised signature and number to lower edge 'Arman 21/30'. This work is number 21 from the edition of 30, published by Valeur, Akira Ikeda Gallery, Nagoya, Japan. Sold with a certificate of authenticity from Fondation A.R.M.A.N., Geneva and a certificate from Archives Denyse Durand-Ruel, Rueil-Malmaison. This work is registered with Fondation A.R.M.A.N. as no. 891 and with Archives Denyse Durand-Ruel as no. 2844.

\$3,000-5,000





173

LITA ALBUQUERQUE b. 1946
Sonus

1988

gold leaf over wood, pigment on resin
12 h × 12 w × 2 d in (30 × 30 × 5 cm)
Sold with a digital copy of the invoice
from Mark Moore Fine Art, Los Angeles.
\$1,500-2,000

Provenance
Mark Moore Fine Art, Los Angeles
Private Collection



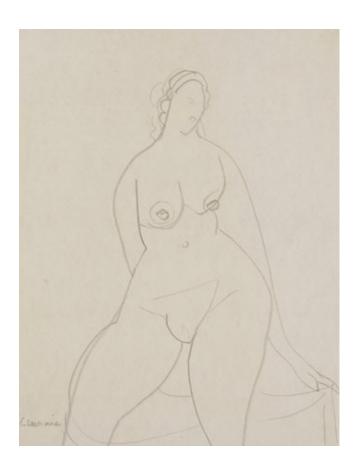


BALTHUS (BALTHASAR KLOSSOWSKI DE ROLA) 1908-2001

Butterflying

c. 1940 ink on paper 7 h × 8³4 w in (18 × 22 cm) \$5,000-7,000

Provenance Frédérique (Frederica) Tison Collection of Gertrude Stein, New York



175

GASTON LACHAISE 1882-1935

Untitled

c. 1932
pencil on paper
11 h × 8½ w in (28 × 22 cm)
Signed to lower left 'G. Lachaise'.
\$1,500-2,000

Provenance Allan Stone Gallery, New York





HARRY CALLAHAN 1912-1999

Facade, Chicago

1949

gelatin silver print mounted to aluminum

36 h × 45¼ w in (91 × 115 cm)

Signed and numbered to verso 'Harry Callahan

3 of 8'. This work is number 3 from the edition of 8.

Sold with a digital copy of the invoice from Jackson Fine Art, Atlanta.

\$20,000-30,000

Provenance

Jackson Fine Art, Atlanta

Private Collection



17

HIROSHI SUGIMOTO b. 1948

Regency, San Francisco

1992

gelatin silver print

161/4 h × 21 w in (41 × 53 cm)

Signed to lower right 'Hiroshi Sugimoto' with impressed number '13/25 210'. This work is number 13 from the edition of 25. Sheet measures 18.5 h \times 23.75 w inches. Mounted as published to sheet measuring 19.75 h \times 25 w inches. Sold with a digital copy of the invoice from Alan Koppel

Gallery, Chicago.

\$15,000-20,000

Provenance
Alan Koppel Gallery, Chicago
Private Collection





DAN CHRISTENSEN 1942-2007

Untitled (from the Interference series)

1983

acrylic on paper mounted to linen 30 1 4 h \times 22 3 4 w in (77 \times 58 cm) Signed and dated to verso 'D Christensen 1983'.

\$4,000-6,000

Provenance
Meredith Long Gallery, Houston
Private Collection

179

DAN CHRISTENSEN 1942-2007

Untitled (from the Interference series)

1983

acrylic on paper mounted to linen $30\% \text{ h} \times 22\% \text{ w in } (77 \times 58 \text{ cm})$ Signed and dated to verso 'D Christensen 1983'.

\$4,000-6,000

Provenance
Meredith Long Gallery, Houston
Private Collection

JAMES HAVARD b. 1937

Hopi Studying Mimbres

1988

acrylic, oil stick and collage on canvas 66 h × 66 w in (168 × 168 cm) Signed and dated to lower right 'Havard 88'. Titled to top edge 'Hopi Studying Mimbres'. \$10,000–15,000







ARTURO HERRERA b. 1959

Untitled (two works)

2002

collage and gouache on paper
11 h × 7 w in (28 × 18 cm)
Signed and dated to verso of each work 'AH o2'.
\$3,000-5,000

Provenance Sikkema Jenkins & Co, New York Private Collection, New York



182

RAQIB SHAW b. 1974

Untitled

2004

acrylic, metallic paint, graphite, glitter and rhinestones on paper 17 h × 24 w in (43 × 61 cm) Signed to verso 'RS 04'.

\$3,000-5,000

Provenance
Victoria Miro Gallery, London
Private Collection
Sotheby's, New York, Contemporary
Art Day Auction, 15 May 2008, Lot 443
Private Collection
Private Collection, New York

RUBÉN TORRES LLORCA b. 1957

Untitled

2002

acrylic on canvas

30 h × 651/4 w in (76 × 166 cm)

Signed and dated to verso 'Torres Llorca 2012'.

\$5,000-7,000

Provenance

Private Collection, Miami

Private Collection, Argentina







PETER ALEXANDER b.1939

Temescal II

1991
pastel on paper
9 h \times 10 w in (23 \times 25 cm)
Signed and dated to lower right 'P.A. 91'.
\$2,000-3,000

Provenance
Acquired directly from the artist
by the present owner

185

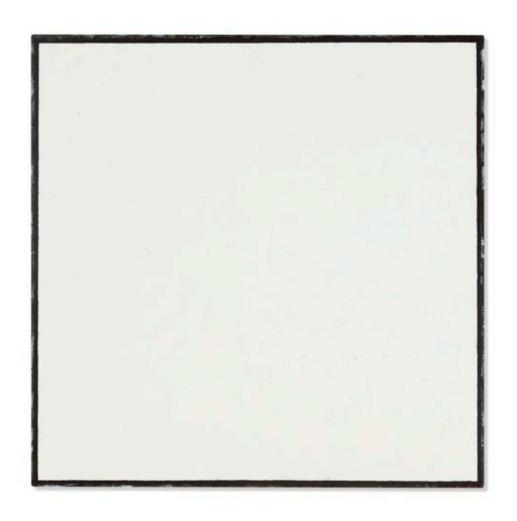
AMY SILLMAN b. 1966 Untitled

2011

charcoal on Arches paper 29¾ h × 22 w in (76 × 56 cm)

\$5,000-7,000

Provenance Sikkema Jenkins & Co., New York Private Collection, New York





ALAN GREEN 1932-2003

Cut White

1986
oil on canvas
31½ h × 31½ w in (80 × 80 cm)
Signed, titled and dated to verso
'Alan Green 86 Cut White'.
\$3,000-5,000

Provenance
Juda Rowan Gallery, London
Private Collection
Christie's, London, *Post-War and*Contemporary Art, 6 April 2006, Lot 471
Galerie Sho Contemporary Art, Tokyo
Private Collection, New York



187

RICHARD SMITH 1931-2016

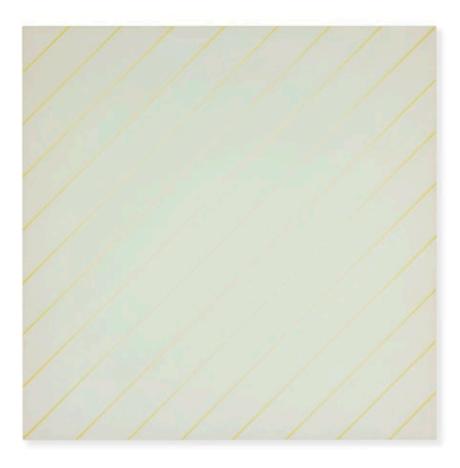
Wide Stripe 45°

1966

paper and acrylic construction with watercolor mounted to Plexiglas 9 h × 16 w in (23 × 41 cm) Signed to lower right 'R. Smith 66' \$3,000-5,000

Provenance

Hannelore and Rudolph Schulhof, New York
Capsule Gallery Auction, *Post War and Contemporary Art*, 16 November 2017, Lot 0007
Private Collection, New York



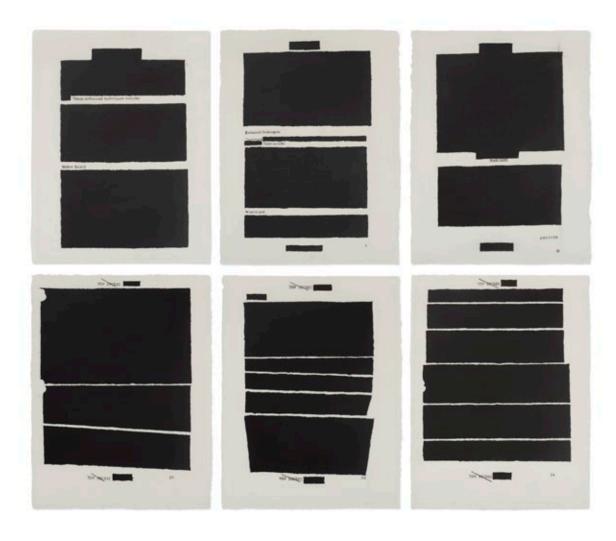


ALLAN HACKLIN b.1943

Ray's Lightning

1969
oil on canvas
24 h × 24½ w in (61 × 62 cm)
Signed, titled and dated to verso
'Ray's Lightning 1969 Hacklin'.
\$2,000-3,000

Provenance
Collection of Ileana Sonnabend
Thence by descent
Private Collection, New York



180

JENNY HOLZER b. 1950

Top Secret (six works)

2012

handmade paper with stencil reserve 35¼ h × 27¼ w in (90 × 69 cm) Signed to verso of each work 'Jenny Holzer'. Printed to verso of each work 'Griffelkunst Jenny Holzer 2012'. This work is from the edition of unknown size printed by Werkstatt für Papier, Berlin and published by Griffelkunst, Hamburg. This complete suite includes *These enhanced techniques*, *Enhanced Techniques*, *Water board 0000090*, *Top Secret 23*, *Top Secret 32* and *Top Secret 24*.

\$5,000-7,000

Provenance Private Collection, Berlin

ARTHUR JAFA b. 1960

Screen Shot

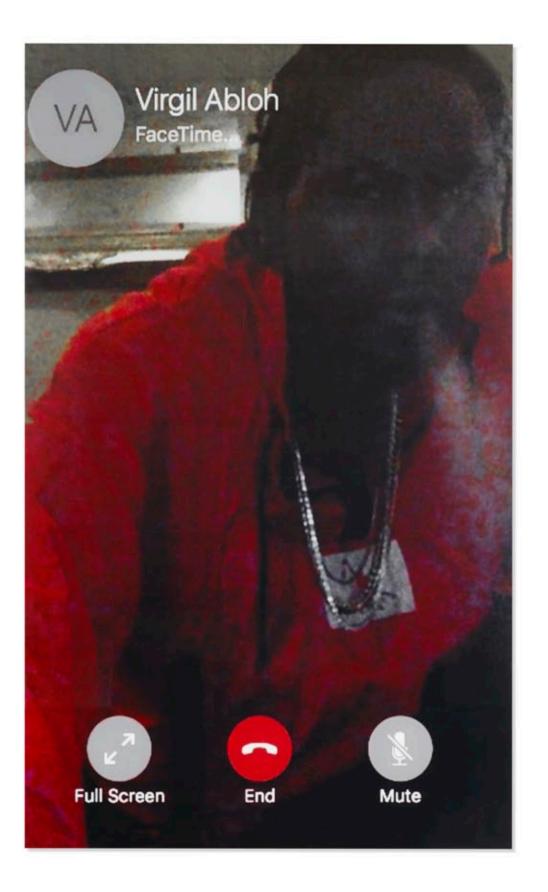
2017/2019

Epson fine art print face-mounted to Diasec acrylic on aluminum panel

73 h × 45½ w in (185 × 116 cm)

This work is number 2 from the edition of 5.

\$10,000-15,000



TERMS AND CONDITIONS

This is a legal contract between you and Rago/Wright IIc.

Rago/Wright offers each item of property (a "lot" or "lots") for sale subject to and under these Terms of Sale, as changed or supplemented by the Rago/Wright Privacy Policy and Lot Particulars as defined below ("Agreement").

In this Agreement, "we," "us," "our," "Rago/Wright" or similar terms mean Rago Wright, LLC, a Delaware limited liability company, and "you," "your," "buyer," "bidder" or similar terms mean the individual, corporation or other entity bidding on or buying a lot from us at auction, through the Internet or other means (with the foregoing parties sometimes called a "Party" and together "Parties").

Capitalized terms have the meanings given in *Definitions*. This Agreement contains mandatory arbitration dispute resolution at Section 51.

You hereby enter into this agreement:

1 YOU AGREE

By registering to bid, bidding, or otherwise purchasing a lot from Rago/Wright, whether in person, by absentee bid or through an agent, you hereby enter into, and agree to be bound by and to comply with, this Agreement.

2 RAGO/WRIGHT AS AGENT

The Agreement governs the relationship between you, as a bidders and/or buyer, on the one hand, and Rago/ Wright and sellers, on the other hand. You acknowledge that Rago/Wright acts as an agent for the seller, unless otherwise indicated in a Lot Particular, in a catalogue or at the time of auction. On occasion, Rago/Wright may own a lot directly, in which case we will act in a principal capacity as a consignor, or a company affiliated with Rago/Wright may own a lot, in which case we will act as agent for that company, or Rago/Wright or an affiliated company may have a legal, beneficial or financial interest in a lot as a secured creditor or otherwise.

BIDDING AT AUCTION

3 REGISTRATION

To bid in an auction, you will (a) create an account with us; and (b) register for that auction in accordance with our registration procedures.

4 QUALIFYING TO BID

Verification of Your Identity As a condition of bidding or participating in any auction or sale of one or more lots, we may require you to do all or any of the following:

(a) Establish credit and verify your creditworthiness by providing a valid credit card number, credit references and an initial deposit, which may include a pre-authorization hold of a portion of the estimate of the lots on which you may bid; (b) Verify your

identity by providing us with a government issued photo identification and a valid credit card number (c) Verify your address by providing us with a valid government-issued identification, a utility bill, bank statement and/ or a recent postal envelope; (d) Verify you satisfy an age minimum by providing us with age-bearing identification; and (e) Furnish us with such other documents as we may request.

Verification of Your Entity and Identity (a) If you represent an entity, we may require you to verify the status of your entity, as well as your entity's beneficial owners, by providing us with (i) a list of that entity's shareholders, members, partners, trustees or beneficiaries; (ii) a copy of your entity's charter or foundational documents, and/or a good standing certificate; (iii) the entity's shareholders agreement, operating agreement, partnership agreement or trust agreement; and (iv) any of the documents or verifications listed above for any of your entity's directors and officers; and (b) If you are bidding as agent, we may require you to provide a letter of authorization from your principal, as well as any of the documents or verifications listed above.

Verification Activities Verification activities may be handled by third parties who specialize in remote verification of people and companies. You understand and agree that if we refer you or require you to submit identification or personal identifying information to third party verification services, that any information you provide or interactions you have with them will be subject to the third party's terms, conditions and privacy policies. We will not be a part of, or be responsible for, the actions or failures to act of, the verification activities of those third parties.

Minimum Deposits We may require you, as a bidder on a lot with an estimate of \$5,000 or more: (a) to provide an initial deposit of a portion of the low estimate; and (b) to grant us the right to charge your credit card all or a portion of the selling price on the date of the auction.

5 YOUR BID IS AN OFFER

Any bid you submit can and may be the winning bid for a particular lot. Your bid constitutes an offer to purchase the lot. If we accept your bid, you become contractually bound to buy the lot in accordance with that bid. A bid can be accepted by Rago/Wright (a) by our auctioneer as the last, highest bid in an auction; or (b) by us as an acceptable offer for a lot in a Private Sale (such accepted bid or offer, "Winning Bid"). If your bid is a Winning Bid, you agree to pay us the amount of your bid and the Buyer's Premium for such lot and assume all risk of loss and damage to such lot, in addition to any obligations, costs and expenses relating to its handling, shipping, insurance, taxes and export as set forth herein.

6 INSPECTION

All sales are final. You are responsible for satisfying yourself about the condition or any other matter concerning each purchased lot. You are advised to personally examine any lot on which you intend to bid prior to the auction and/or sale. By bidding on a lot, you hereby represent, warrant and covenant that you have examined the condition of the lot to your satisfaction and have no objections with its condition.

CONDUCT OF AUCTION

7 AUCTION

A lot will be sold to its highest bidder in an auction as determined in our sole and exclusive judgment. At auction, we may be represented by one or more auctioneers. We may exclusively determine the conduct of any auction, including, without limitation, whether, when and/or if to advance the bidding, to reject any bid offered, to withdraw any lot, to reoffer and resell any lot, and to resolve any dispute in connection with such sale. Our determination in management of an auction or sale is final and shall be binding upon you and all other participants in such sale.

8 US CURRENCY

All auctions will be conducted in the currency of the United States of America.

9 ESTIMATES

We may set estimated price ranges (low, mid and high) for a lot. A 'low estimate' is the lowest potential price in the range; the 'high estimate' is the highest potential price in the range; and the 'mid estimate' is the median between the two. Pre-sale estimates are intended as guides for prospective bidders. Estimates are preliminary only and are subject to revision by us from time to time in our sole discretion. We make no guarantees, representations or warranties of any kind, express or implied, including, without limitation, regarding the sale price of any lot, whether the lot will sell at all; the price realized at a post-auction sale, or the price realized upon resale, which may be substantially different from our estimates.

10 CONDITION REPORTS AND DESCRIPTIONS

As a courtesy, condition reports for any lot are available from Rago/Wright prior to the sale, but Rago/Wright assumes no responsibility for errors and omissions contained in any such report, a Rago/Wright catalogue or other description of a lot that we may make available. Except as set forth in Sections 42.1(a) and (b), any statements made by Rago/Wright with respect to a lot whether in a condition report, a Rago/Wright catalogue or on the Rago/Wright website, orally or in writing, are intended as statements of opinion only, are not to be relied upon as statements of fact and do not constitute representations or warranties of any kind. Any description of a lot's dimensions and weights is approximate.

Descriptions we make about lots may not describe all faults or restorations. No description or report about a lot is a substitute for your own examination of a lot.

11 BIDDING INCREMENTS

Bids at auction must be submitted in the following Bidding Increments:

\$25 to 500 \$25 increment \$500 to 1,000 \$50 increment \$1,000 to 2,000 \$100 increment \$2,000 to 3,000 \$200 increment \$3,000 to 5,000 \$250 increment \$5,000 to 10,000 \$500 increment or auctioneer's discretion

Nonconforming bids will not be executed, honored or accepted. However, since we regulate the bidding, we may change the bidding increments in our discretion.

12 RESERVE

We may offer each lot subject to a confidential minimum price below which we will not sell the lot (the "Reserve"). The auctioneer may open the bidding on any lot below the Reserve by placing a bid on behalf of the seller. We prohibit sellers from bidding on their own lots, but we may seek to satisfy the reserve by bidding on behalf of the seller at the auction up to the reserve. We will endeavor to indicate in the catalogue or by saleroom announcement or notice when parties with an interest in a lot, for example a beneficiary of an estate, may bid on such lot.

13 ABSENTEE BIDS

As a convenience to qualified bidders who cannot be present in person on the day of an auction, we will use reasonable efforts to execute bids you submit to us in writing or by phone ("Absentee Bid"), subject to the terms of this Agreement.

Written Absentee Bids (a) Due. Absentee Bids submitted in writing by mail, delivery, fax, email or a Rago/Wright bidding form on our website must be received by us at least two (2) hours prior to the start of an auction's published start time. (b) Contingency Bids and Plus Bids. If you cannot be available during the auction, but you submit a written Absentee Bid, you may mark your written bid as a Contingency Bid or a Plus Bid. A "Contingency Bid" is a bid with two or more bidding amounts. A "Plus Bid" is a bid with your highest bid amount PLUS its next bidding increment that you direct us to make on your behalf if another bidder makes your highest absentee bid.

Telephone Bids (a) Due. Absentee bids submitted by phone must be received by us no later 30 minutes before a lot goes on the block. (b) Bids. We will attempt to call you at up to two (2) phone numbers you send to us. However, there can be no assurance that we will succeed in reaching you by phone or accurately placing your bids. (c) Phone Line and Agent. We guarantee you access to one of our phone agents for bidding during

an auction if we receive your request by fax, mail, phone, or through a form requesting phone bidding on our website online by 4:00 p.m. on the day prior to the auction. However, we do not have the capacity to assign phone agents to clients who want to listen only or who will not bid the minimum selling price. Therefore, if you request to reserve a phone agent for bidding, you must be willing to open bidding and bid to the low estimate subject to this Agreement. All calls will be recorded for record-keeping, quality assurance, and training purposes.

Absentee Bidding Conditions (a) Information. In addition to fulfilling any registration and qualification requirements under Section 3 ('Registration') and Section 4 ('Qualifying to Bid'), all Absentee Bids must include (i) the correct lot name and number; (ii) your minimum and maximum bid amounts; and (iii) your name and contact information. (b) Confirmation. We endeavor to send each person who submitted an Absentee Bid to us one (1) or more days before the auction with a bid confirmation by 5:00 pm on the day prior to the auction. If you do not receive a bid confirmation, please call us. When you do receive a bid confirmation, you are solely responsible to check it for accuracy. We cannot be liable for errors in bidding including situations in which our bid confirmation contained errors that you did not correct. (c) Disclaimers. We endeavor to handle all absentee bids as your agent, based on your directions. We bid that auction's bidding increment above the previous bid up to your maximum bid amount. (See Section 11 'Bidding Increments'). We assume no responsibility for a failure to execute any such bid, or for errors or omissions made in connection with the execution of any such bid. We will place your Absentee Bids at our discretion and at your risk. We enable Absentee Bids as a convenience to our customers, but while we will make every effort to execute your instructions, we cannot be held liable or responsible for any errors or any failure to bid.

Third-Party Internet Bidding Services

(a) Third Party Bidding Platforms. We engage third party online bidding platforms to collect or facilitate auction bids ("Bidding Platforms"), each of which levy a fee for their services, and have their own rules on fees and how to bid and buy online using these Bidding Platforms. Rago/Wright has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any Bidding Platforms. Your dealings with Bidding Platforms are solely between you and such Bidding Platforms. We encourage you to be aware of, and to read, the terms and conditions and privacy policy of any Bidding Platforms that you visit. You expressly release Rago/Wright from any and all liability arising from your use of any Bidding Platform or other third-party website or service. (b) Waiver. Absentee Bids left with Bidding Platforms are released to Rago/Wright when a lot comes up for sale. Under no circumstances, including, but not limited to, negligence, will we and our sellers be liable for any damages, lost profits or any special, incidental, or consequential damages that result from the use of, or the inability to use, these bidding platforms.

Cancel Old Absentee Bids If you submit an Absentee Bid to us directly or through a Bidding Platform but then attend the auction in person, bid by phone or by any other means, it is solely your responsibility to cancel any or all of your submitted Absentee Bids prior to the start of the auction. If you do not or cannot cancel your previously submitted Absentee Bids, regardless of reason, you will be held responsible for the purchase of any lot for which you have placed a Winning Bid.

14 AUCTION RESULTS

Preliminary auction results will be available online on our website shortly after each auction. Final auction results will be available online once we have audited and verified all sales and bids.

15 THE RECORD OF THE SALE

Rago/Wright's records of sale will constitute the factual, accurate record of all transactions you participate in under this Agreement for purposes of any disputes. You agree that if there is a discrepancy between our records and any other records or messages related to a sale or transaction in a lot, our records of sale will govern.

16 WITHDRAWAL

We may withdraw a lot from auction for any reason and with no liability whatsoever for such withdrawal.

PAYMENT

17 INVOICING

All successful bidders will be sent invoices by e-mail or mail (if we do not have an email address on file) shortly following an auction. Payment on each invoice for a winning bid is due on receipt of the invoice. You acknowledge and agree that we may charge your credit card for all charges.

18 PAYMENT FOR AND COLLECTION OF PURCHASES.

All Charges If your bid is a Winning Bid, you agree to pay the following charges associated with your purchase of such lot: (a) The Hammer Price; (b) The Buyer's Premium (which, together with the Hammer Price, is sometimes called the "Sale Fees"); (c) Any applicable sales tax, late payment charges, Storage Fees, credit card charges, Enforcement Costs, Bidding Platform fees and charges and other costs, damages or charges assessed in accordance with this Agreement (collectively, the "Buyer Costs", and together with the Sale Fees, "All Charges").

Payment Procedure You will pay All Charges immediately following Rago/Wright's delivery of an invoice to you following our acceptance of your Winning Bid unless other arrangements have been approved by Rago/Wright in advance. If Rago/Wright approves of such other arrangement for payment, Rago/Wright may at its discretion require you to make a nonrefundable down payment on All Charges. All payments must be

made in US Dollars, in any of the following acceptable forms of payment:

- Cash
- · Check, with acceptable identification
- Visa, MasterCard, Discover or American Express
- PayPal at Rago/Wright's PayPal link: paypal.me/billpayragowright.com

Credit Card Charges We may charge and collect an additional 2% of payments made by credit card.

Late Payment If payment is not received in full on an invoice hereunder within fifteen (15) days of the invoice's date, we may charge, and you will pay, interest on the outstanding amount at a rate of 1.5% per month.

19 ENFORCEMENT COSTS

You will reimburse us for the amount of all expenses we incur, including attorneys' fees and court costs, in exercising or enforcing any of our rights hereunder or under applicable law, together with interest on all such amounts at 1.5% per month (the "Enforcement Costs") within fifteen (15) days of the date of the invoice for such Enforcement Costs.

SALES TAX

20 NEW JERSEY AND ILLINOIS

All purchases picked up at or delivered to a New Jersey address will be taxed at the New Jersey state tax rate, currently 6.625%. All purchases picked up at or delivered to an Illinois address will be taxed at the Illinois tax rate, currently 6.25%. All purchases will also be subject to applicable city and county taxes.

21 NEXUS

On June 21, 2018, the U.S. Supreme Court decided South Dakota v. Wayfair, Inc., enabling states to impose sales tax responsibilities on "remote" sellers. i.e., sellers without a physical presence in the state. Since the ruling, several states have responded by implementing legislation requiring remote sellers to collect sales tax when the total dollar value of purchases sent to that state exceeds a set threshold. Each state sets its own threshold. Exceeding that threshold is known as creating an economic nexus. Like all other remote sellers, Rago/Wright is now required to collect Sales/Use Tax from buyers in these states when the total dollar value of purchases sent to that state creates a nexus. When this occurs, you will see sales tax included on your invoice. The sales tax rate is determined by the state, county, and city where purchases are sent.

22 RESALE CERTIFICATE

If you have a valid resale certificate on file with us, you will be excepted from being charged the Sales/Use tax. Please send your completed, valid Resale Certificates to ragoauctions@ragoarts.com or fax 609-397-9377.

23 WARNING: USE TAX

Even if we have not achieved nexus with your particular state, you acknowledge that it is still your responsibility to pay the proper use tax on your purchases.

PICK-UP AND STORAGE

24 PICK-UP AND REMOVAL

You must remove each lot you have agreed to purchase hereunder (sometimes referred to as a "Purchased Lot") from our premises no later than fourteen (14) days after the sale date of the auction (or date of Private Sale if applicable) (the "Sale Date"). You are solely responsible for removal of your Purchased Lot from Rago/Wright facilities and all costs associated with packing, insurance, shipment and delivery of your Purchased Lot to your designated destination.

25 PROCEDURES FOR PICK-UP AND REMOVAL

Times and Days You may pick up your Purchased Lot from our facilities during our normal business hours, if you provide us at least 24 hours notice to arrange pick-up. Our facilities are open Monday – Friday, from 9:00 am to 5:00 pm, but closed on government holidays and any Monday following weekend sales held at that location. You must supply and bring your own packing materials. Weekend pick-ups may be made by special arrangement and by appointment only.

Shippers If you choose to ship a Purchased Lot from our facility, you are solely responsible for the shipment. We will, at your written direction, release your Purchased Lot to a third-party shipper to pack and ship it. We will work with any shipper of your choosing. Please make sure your shipper carries insurance. We are not responsible for any damage or loss that occurs while your objects are in another's custody or care. If you choose a shipping method that we have advised against, we may require a waiver from you acknowledging this. For the avoidance of doubt, we will not be responsible for any damage or loss that occurs to a lot once we release it to a third-party shipper.

Referred Shippers We may, as a courtesy to you and solely at our discretion and your risk, provide or arrange packing, shipping or similar logistical services, or refer you to third parties who specialize in these services. Any such services referred, provided or arranged by us are at your sole risk and expense; we assume no responsibility for any act or omission of any party in connection with any such service or reference, and we make no representations or warranties regarding such parties or their services. You expressly release Rago/Wright from any and all liability arising from your use of any third-party services.

International Shipments All international customs, duties, and other tariffs are your responsibility.

We and all third-party shippers will declare the Hammer Price plus the Buyer's Premium as the value of a lot in all cases.

Oversized Lots Oversized lots are objects such as furniture, andirons, floor vases, or any other item whose safe packing will exceed the limits of common carriers. The delivery of oversized, large, heavy, or expensive objects is not an inexpensive proposition and we urge you to consider this before bidding.

26 DEADLINES FOR PICK-UP, STORAGE AND ABANDONMENT

As stated above, you must retrieve your Purchased Lots from Rago/Wright's facilities within 14 days of the Sale Date. And, if you fail to retrieve your Purchased Lot within thirty (30) days after the Sale Date (such 30-day period, the "Retrieval Period"), we may, without further notice to you, (a) deliver the Purchased Lot to you at your expense (and invoice you as Buyer Costs); or (b) sell such Purchased Lot at auction without Reserve at a place and time we determine in our sole discretion; or (c) continue to store your Purchased Lot on our, or a third-party's, premises and charge you a storage fee of \$10 per day per lot ("Storage Fee"). You will pay all such Storage Fees and other fees and charges.

27 CONSEQUENCES OF LATE PICK-UP AND ABANDONED PROPERTY

Notwithstanding the foregoing, Rago/Wright has no duty to store any lot indefinitely. Any Purchased Lot that is still in our possession sixty (60) days after the end of the Retrieval Period (i.e. 90 days after the Sale Date) will be deemed abandoned by you and title to it, to the extent it has passed to you, will pass to us (such abandoned property, "Abandoned Property"). You authorize Rago/Wright to discard or sell any Abandoned Property and to keep any proceeds from the sale of Abandoned Property. You hereby release Rago/Wright of and from any claims related to such Abandoned Property (including without limitation claims for purchase price refunds, possession of such lot or other damages or losses). You acknowledge and agree that Rago/Wright is not responsible for damage or loss that occurs to Abandoned Property and that Rago/Wright is not responsible for insuring Abandoned Property after the Retrieval Period. You agree that this remedy is reasonable in light of the costs Rago/Wright would have to incur to continue to store and process purchased lots after sale.

28 FULL PAYMENT

You will not be permitted to claim or take possession of any lot until All Charges you owe have been paid in full.

29 EXPORT, IMPORT, ENDANGERED SPECIES LICENSES AND PERMITS

An export or import license may be required for the export or import of your Purchased Lot to your designated destination. It is your sole responsibility to familiarize yourself with International, U.S. Federal and State laws or requirements regarding the necessary export, import, or other permit required. In addition, many countries prohibit or limit the import of property made of or incorporating plant or animal material,

such as coral, crocodile, ivory, whalebone, Brazilian rosewood, rhinoceros' horn or tortoiseshell. irrespective of age, percentage or value. We make no representations or warranties as to whether any lot is or is not subject to export or import restrictions or any embargoes and will have no responsibility with regard to these matters. You represent, warrant and covenant that, before bidding on a lot, you have examined to your satisfaction whether a license is required to bring the lot to your designated destination or any other area of interest to you. It is solely your responsibility to comply with these laws and to obtain any necessary export, import and endangered species licenses or permits. Failure to obtain a license or permit will not justify the cancellation of the sale or any delay in making full payment of All Charges for the lot. We will not rescind the sale of a lot that is transferred to you and later seized by government authorities due to the presence of endangered species material. As a courtesy to clients, we may advise people who inquire about lots containing potentially regulated plant or animal material, but we do not accept liability for errors or for failing to advise on lots containing protected or regulated species.

TITLE AND RISK OF LOSS

30 TITLE

Title to a Purchased Lot will not pass to you (or the thirdparty buyer if applicable) until Rago/Wright has received All Charges for a lot.

31 RISK OF LOSS

Notwithstanding passage of title, risk of loss to your Purchased Lot passes immediately to you: (a) when you or your agent or a shipper pick-ups and takes possession of it; or (b) on the thirty-first (31st) day after the Sale Date (whichever occurs first). We are not responsible for any damage or loss that occurs to your Purchased Lot once risk of loss passes to you or your agent or shipper. Further, if for any reason, you return your Purchased Lot back to us, risk of loss remains with you until your Purchased Lot is delivered to us at our door.

Exceptions Under no circumstances will Rago/Wright or its insurers be liable for damage caused by changes in humidity or temperature, conditions or defects inherent to the lot, normal wear and tear, war or acts of terrorism. Payments for loss are limited by Section 31.2 (Loss Payment Amounts and Limits).

Loss Payment Amounts and Limits You acknowledge and agree that your sole and ex

acknowledge and agree that your sole and exclusive remedy for and with respect to any loss or damage to your Purchased Lot for which Rago/Wright is liable pursuant to this Agreement will be receipt of the amounts prescribed in this Section 31.2. Accordingly, for any loss or damage to your Purchased Lot for which you have paid All Charges and for which we bear the risk of loss at the time of the event causing the loss, you will be entitled to the following: (a) Total Loss. For a lot that suffers a Partial Loss, the lot's Hammer Price and Buyer's Premium.(b) Partial Loss. For a lot

that suffers a Partial Loss:(i) if you choose to refrain from repairing or restoring the lot, we will pay either (at our election) (A) the amount of depreciation in value from the Hammer Price as a result of the loss (and you will keep title to the lot); or (B) the lot's Hammer Price and Buyer's Premium (but we or our insurer will take title to the lot); but (ii)if you choose to repair or restore the lot, we will bear the costs to repair or restore the lot, approved by us and our insurer in advance (and you will retain title to the lot).

REMEDIES

32 SECURITY

As security for full payment to us of All Charges in accordance with this Agreement, you grant to us a security interest in your Purchased Lot in accordance with this Agreement (and any proceeds thereof), and in any other property or money of the buyer in our possession or coming into our possession subsequently ("Security Interest"). We may apply any such money or treat any such property in any manner permitted under the Uniform Commercial Code and/or any other applicable law. You hereby grant us the right to prepare and file any documents to protect and confirm our Security Interest including but not limited to a UCC-1 Financing Statement.

33 BREACH

If a buyer fails to make timely payment as required in this Agreement, or breaches any other covenant, representation or warranty in this Agreement, we may, in our discretion, exercise any remedies legally available to us, including, but not limited to, the following: (a) cancel the sale of the lot and any other sale of a lot to you; (b) resell the lot with or without Reserve; (c) retain all amounts you previously paid to us, which will constitute a processing and restocking fee (which you acknowledge would be reasonable in light of the costs we would have to incur to process your breach and attempt to re-auction or resell the lot); (d) reject any bids by you at future auctions; (e) setoff any amounts owed by Rago/Wright to you in satisfaction of unpaid amounts; and/or (f) take any other action we deem necessary or appropriate under the circumstances.

34 CONFESSION OF JUDGMENT

Notwithstanding Section 51, if you default on payment of All Charges under this Agreement, you hereby authorize any attorney to appear in a court of record and confess judgment against you in favor of Rago/Wright for the payment of All Charges on your Purchased Lot. Accordingly, the confession of judgment may be without process and for any amount due under this Agreement including collection costs and reasonable attorneys' fees. This authorization is in addition to all other remedies available to Rago/Wright.

35 RECISSION/VOIDING OF SALE BY RAGO/WRIGHT

If we become aware of a third party's adverse claim relating to a lot purchased by you, we may, in our discretion, rescind the sale. Upon notice of our election to rescind a sale, you will promptly return such lot to us, at which time we will refund to you the Hammer Price and Buyer's Premium you paid to us for such lot. This refund will represent your sole remedy against us in case of a rescission of sale under this paragraph, and you agree to waive all other remedies at law or equity with respect to the same. If you do not return such lot to us in accordance with this paragraph, you agree to indemnify, defend and hold Rago/Wright, its officers, directors, employees, agents and their successors and assigns, harmless from any damages. costs, liabilities or other losses (including attorney's fees) arising as a result of such third party claim. In addition to the other rights of cancellation contained in this agreement, we may cancel a sale of a lot if we reasonably believe that completing the transaction is or may be unlawful or that the sale places us or the seller under any liability to anyone else or may damage our reputation.

36 AML

Rago/Wright is committed to detect and deter money laundering, to protect our sellers from failed transactions and to promote ethics and fairness in our transactions and those generally in the world of art and design. Accordingly, Rago/Wright may, at our discretion, refuse your participation in our sales, auctions or activities; cancel your registration with Rago/Wright; cancel or refuse to accept your bid for lots at any time prior to, during or even after the close of the sale; and require documentation and information to verify your identity or the identity of the officers, directors or beneficial owners of the entity you represent and to verify the legality of the source and use of funds involved in a potential sale.

37 PRIVACY AND SECURITY

We will hold and process your personal information for use as described in, and in line with, our privacy policy at www.wright2o.com/privacy-policy. All payment information relating to the sale is collected and processed directly by third-party payment processors, and not by Rago/Wright.

SPECIAL PROPERTY

38 FIREARMS

We only sell antique firearms as defined by the U.S. Bureau of Alcohol, Tobacco and Firearms. Due to state firearms regulations, all handguns, pistols, and revolvers will only be shipped via Federal Express and will only be delivered to a person who holds a Federal Firearms License or a Curios and Relics License. Handguns, pistols, and revolvers can only be picked up at our facilities by a person who holds a Federal Firearms

License, or the proper handgun permits of the state where the handgun is sold, which must be shown and logged. There are no exceptions. No firearms will be sold or shipped internationally. It is your sole responsibility to familiarize yourself with your local laws and requirements for the possession of firearms; to identify and obtain any necessary license or permit prior to bidding; and to abide by all Federal, State and local laws and requirements. Neither Rago/Wright nor the seller makes any representations or warranties as to whether any lot is or is not subject to these regulations and will have no responsibility with regard to these matters.

39 JEWELRY

For centuries, natural gemstones have been enhanced in a variety of ways, including heating, oiling and other methods. These treatments are accepted by the international jewelry and gemstone trade. We make no representations or warranties, express or implied. as to whether natural stones have been treated or enhanced, whether specifically referenced or not. All stones have been identified by standard gemological field tests, as the mounting allows, and we will make available to prospective buyers any gemological certificates in our possession. However, it will not always be feasible to obtain a qualified lab report on every stone we offer for sale. If you wish to have a grading or gemological report from an independent recognized laboratory such as the Gemological Institute of America, the European Gemological Laboratories or the American Gemological Institute, you may request one at your own expense or hire an independent adviser of your choosing at your expense. Weights given for stones we offer for sale are based solely on measurements and known gemological formulae; they are approximate, not exact. Weight may differ once a stone is removed from its setting. You are advised to verify weight estimates prior to bidding at auction.

40 COINS AND CURRENCY

All coins and currency are sold "as is" by us, except as to authenticity. You acknowledge and agree that grading is not an exact science, but a matter of opinion as to condition and other attributes; and that grading can and will differ among third party grading services (even though consensus grading is employed by most), independent experts, dealers, collectors and auction houses, including our own. Opinion as to the grading, condition or other attributes of any lots may have a material effect on value. Coins and currency are sold without any additional express or implied warranty, including, but not limited to, (a) grade; (b) referencing the opinion of a third-party grading service; (c) with no reference to the opinion of a third-party grading service; (d) with reference to our opinion as to grading; (e) subsequently submitted to a third-party grading service for determination or certification; (f) encapsulated and therefore unable to be physically examined.

We reserve the right to differ with the grades assigned to any lot, by certificate or otherwise, regardless of the grading service, and will not be bound by any prior or subsequent opinion, determination or certification by third-party grading services including, but not limited to, National Guaranty Company (NGC), Professional Coin Grading Service (PCGS), Paper Money Guaranty (PMG) and Currency Grading and Authentication (CGA) or any other any grading service, third party organization or dealer. There is no guarantee or warranty implied or expressed that the grading standards we use will meet the standards of any grading service at any time in the future. We have graded uncertified coins and currency with reference to the current interpretation of the American Numismatic Association's standards at the time of grading.

We may re-grade any lot for any reasons, including, but not limited to a change of grading standards, <u>differences in opinion</u>, mishandling over time.

We will not be liable for any patent or latent defect or controversy pertaining to or arising from any encapsulated coins or currency. In any such instance, your remedy, if any, shall be solely against the service certifying and you hereby agree that you will have no remedy against us.

Please note that certain types of plastic may react with a coin's metal or transfer plasticizer to notes, causing damage. Avoid storage in materials that <u>are not inert.</u>

LIMIT OF LIABILITY

41 AS IS, WHERE IS

Except as expressly stated herein in Section 42.1 (a) and (b), each lot is sold "as is" "where is", with no representation or warranty of any kind from any party (including Rago/Wright or the seller of the lot), express or implied, including warranties of merchantability, fitness for a particular purpose and non-infringement.

42 WARRANTIES

Warranties That Are Included (a) Limited Warranty. For each lot, the seller has represented and warranted to us, and represents and warrants to you, that the seller is the owner of such lot or is acting as authorized agent of the owner of the lot and has the right to transfer title to the lot free of all liens, claims, and encumbrances (the "Limited Warranty"). (b) Authorship Warranty. Subject to the following terms and conditions, Rago/ Wright warrants, for a period of two (2) years after the Sale Date, that a lot's Authorship is true and correct. "Authorship" means the creator, designer, culture or source of origin of a lot that is specifically identified in **bold** and CAPITAL type in the lot's current catalogue, but not including supplemental text or information included in any other descriptions (whether or not in the catalogue). (the "Authorship Warranty")

Warranty Exclusions and Conditions

Notwithstanding the foregoing, each warranty of any kind or nature on any lot sold by Rago/Wright will be subject to the following conditions: (a) All warranties specifically exclude: (i) Any lot description that states there is a conflict of specialist opinion. (ii) Any

(iii) Any lot description listed as "in the style of", "attributed to", "the school of", "in the manner of", or "after". (iv) Wear on furniture, flakes, surface scratches, or manufacturing flaws in glass or ceramic lots. (v) Any lot for which, at the time of sale, the statements regarding Authorship made by Rago/Wright conform to the generally accepted opinion of scholars, specialists or other experts when published, despite subsequent discovery of information that modifies such generally accepted opinions. (vi) If the lot's failure to conform to its Authorship Warranty can only shown by a scientific process which, on the date we published the Authorship description, was not available or generally accepted for use, or which was unreasonably expensive or impractical, or which was likely to have damaged the lot; (b) The description of clocks and lighting devices, whether in the catalogue or a condition report, as such descriptions may be incomplete and not identify every mechanical replacement, repair, or defect. The absence of reference to the condition of a clock or lighting device does not imply it to be in working condition or without defects, repairs, restorations, or replacement parts. No warranty is made that any watch is in working condition or without defects, restorations, or working parts. Buyers are advised to check watch works prior to auction. (c) The description of iewelry, whether in the catalogue or a condition report, is rendered as opinion and not a representation of fact, including, but not limited to, specialist opinion as to authenticity, the enhancement or treatment of gemstones, the weight of gemstones, the country of origin, the authorship or origin (manufacture) of an item, its period or the authenticity of its marks. (d) The benefits of any warranty under this Agreement are only provided to and available for the original buyer of a lot from Rago/Wright, and not to any subsequent purchasers, transferees, successors, heirs, beneficiaries or assigns of the original buyer. We specifically disclaim any warranty for any person other than the original purchaser of the lot from Rago/Wright. (e) Neither the seller nor Rago/Wright makes any warranty or representation, express or implied, as to whether you will acquire any reproduction rights, copyrights or other intellectual property rights in, or with respect to any lot.

typographical errors in lot descriptions or catalogue.

Warranty Claims and Remedies (a) How To Make A Claim Under Any Warranty Under This Agreement. To make a claim under a warranty under this Agreement, you will do the following: (i) Submit written notice of your claim within sixty (60) days after you become aware of the existence of such a claim, and in any event no later than two (2) years following the Sale Date; and (ii) For a claim under the Authorship Warranty, submit. at your expense, written opinions of at least two (2) experts (whose principal line of business is the appraisal and authentication of art, antiquities, design objects or other valuable objects similar to the lot). that the lot fails to materially conform to the Authorship Warranty; and (iii) If we determine you are entitled to a remedy for a breach of warranty, then prior to receiving a refund of any amount of the Sale Fees paid by you to us, you must return the lot to us in the same

condition as it was at the Sale Date. (b) Remedies for Warranties Under this Agreement. Your sole remedies for any violation of a warranty under this Agreement of any kind or nature are the following: (i) if we have not yet paid the seller the seller's portion of the Sale Fees, then we will refund your payment of the lot's Sale Fees to you; (ii) if we have paid the seller the seller's portion of the Sale Fees, then we will either, at our sole option and election: (A)refund to you the lot's Sale Fees: or (B) make written demand upon the seller for the refund of the portion of the Sale Fees you paid which we paid to the seller and we will refund to you the portion of the Sale Fees which you paid which we retained. If the seller fails to make the refund, we will furnish you with the name and address of the seller and assign all of our rights against the seller to you. You hereby agree that upon this assignment of our rights, we will have no further liability to you or responsibility to pursue your claim against the seller.

43 LIMIT OF LIABILITY

In no event shall Rago/Wright be liable to you or any third party for any consequential, exemplary, indirect, special, punitive, incidental or similar damages, whether foreseeable or unforeseeable, regardless of the cause of action on which they are based, even if advised of the possibility of such damages occurring. With respect to any sale of a lot, in no event shall Rago/Wright be liable to you or any third party for losses in excess of the sale fees paid by you to Rago/Wright for such lot to which the claim relates. We are not liable for any breach or default by the consignor or seller of a lot or in relation to any terms which are implied into contracts by law and which are the responsibility of the seller of an item.

44 INDEMNITY, LIMIT OF LIABILITY AND LIABILITY

You agree to indemnify, defend and hold Rago/Wright, its officers, directors, employees, agents and their successors and assigns harmless from and against any and all claims, actions, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) relating to the breach, or alleged breach, of any of your agreements, covenants, representations or warranties contained in this Agreement.

45 INTELLECTUAL PROPERTY

Rago/Wright and our licensors will retain ownership of our intellectual property rights, including, without limitation, copyright to all photographs or other images of the lot created by us (including in your Purchased Lots), as well as rights to the copyrights and trademarks and other images, logos, text, graphics, icons, audio clips, video clips, digital downloads in, and the 'look and feel' of, the Rago/Wright website and each Rago/Wright catalogue. You may not obtain any rights of ownership, use, reproduction or any other therein by virtue of this Agreement. You may not use any of our trademarks or service marks in any way.

BUYER'S REPRESENTATIONS AND WARRANTIES

You hereby represent, warrant and covenant:

46 LEGAL STATUS

If you are acting as an agent for someone who is not signing this Agreement, you and the principal are jointly and severally liable for and subject to the terms and conditions hereunder, to the same extent as though you were acting as principal.

47 INFORMATION

All information you have provided or will provide to Rago/Wright about yourself, your principal if any, your business, your identity and your funds will be totally and completely accurate, truthful and complete.

48 LEGAL

The purchase of any lot is not being done for illegal purposes. Your funds are not or will not be linked to any criminal activity, tax fraud, money laundering or terrorist activities; neither you nor any principal or beneficiary you represent is being investigated for, or has been charged or convicted of, any criminal activity, tax fraud, money laundering or terrorist activities.

49 NOTIFY US

You will notify us promptly in writing of any events or circumstances that may cause your representations and warranties to be inaccurate or breached in any way.

DISPUTES AND GOVERNING LAW

50 GOVERNING LAW

This Agreement and all rights and obligations relating to it will be governed by the laws of the State of New Jersey and specifically excluding conflict of laws principles and the UN Convention on Contracts for the International Sale of Goods.

51 DISPUTE RESOLUTION

Any dispute, controversy or claim arising out of, relating to, or in connection with this Agreement, or the breach, termination, or validity thereof ("Dispute"), will be resolved, to the extent possible, within forty-five (45) days through discussions held in good faith between appropriate representatives of the Parties. If the Dispute has not been resolved after the 45-day discussion period, either Party may refer the Dispute or claim to American Arbitration Association under its Commercial Mediation Procedures, for mediation in Newark, New Jersey for a period of one hundred twenty (120) days. However, if the Dispute is not settled by mediation within the 120-day period, the Dispute will be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Claims will be heard by a single arbitrator, unless the claim amount exceeds \$250,000, in which case the dispute will be heard by a panel of three arbitrators. The place of arbitration will be Newark, New Jersey. The arbitration and any proceedings conducted hereunder will be governed by the laws of the State of New Jersey, Title 9 (Arbitration) of the United States Code and by the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards of June 10. 1958. Hearings will take place pursuant to the standard procedures of the Commercial Arbitration Rules that contemplate in person hearings, though hearings may be conducted virtually with the prior written consent of both parties. Time is of the essence for any arbitration under this Agreement and arbitration hearings will take place within 90 days of filing and awards rendered within 120 days. Arbitrator(s) will agree to these limits prior to accepting appointment. Each party will bear its own costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party will be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Notwithstanding any language to the contrary in the contract documents, the Parties hereby agree that the arbitrator's decision will be final and nonappealable. The arbitrator's decision may be entered in any court having iurisdiction thereof.

52 ENFORCEMENT COSTS

Notwithstanding the foregoing, if Rago/Wright brings an action to enforce this Agreement and/or to collect any sum due and owing to it, Rago/Wright will be entitled to recover (in addition to any other amounts it is owed) its reasonable attorney's fees, collection agency fees, and cost of proceedings from you, including without limitation its Enforcement Costs. Notwithstanding the foregoing, Rago/Wright may bring a Dispute for Enforcement Costs or in accordance with Section 32 (Security) or Section 34 (Confession of Judgment) in any court having jurisdiction over you.

53 RULES

No Waiver Any failure, delay, relaxation or indulgence by a Party in exercising any power or right conferred on that Party by this Agreement does not operate as a waiver of that power or right unless expressed in writing to be a waiver.

No Reliance In entering into this Agreement, the "Parties have not relied on any representations or warranties about its subject matter except as provided in this Agreement.

Amendments No change, modification, alteration or addition to any provision, or waiver of any provision of this Agreement will be valid unless set forth in writing and signed by each Party.

Notices Unless otherwise specified herein, all notices, requests or other communications under or in connection with this Agreement, to or upon the Parties will be made to such addresses and to the persons designated below, or such other people and addresses as provided in writing the receiving Party from time to time, and will be deemed to have been given hereunder only as follows: (a) if delivered by overnight commercial delivery service, upon receipt as evidenced by the records of such service; (b) if sent by certified or registered mail, seven (7) calendar days after posting it; and (c) if sent by email, once the receiving Party confirms its receipt by reply or other written communication.

Notices to Rago/Wright:

Rago Wright, LLC Attn: Legal Dept 333 North Main Street, Lambertville NJ 08530

Notice to You (Bidder):

The address you provide to Rago/Wright during registration or later.

Further Assurances You will furnish us, upon our request, with any additional information required to comply with applicable law. You will provide us, upon our request, verification of your identity in an appropriate form.

Counterparts This Agreement may be executed in any number of counterparts. Signatures sent using a digital signature service or a web-based acceptance form or by facsimile transmission and scanned executed agreements in PDF format sent by email transmission are each valid and binding and will be deemed an original. All counterparts, taken together, constitute one instrument.

Translations If we have provided a translation of this Agreement, we will use this original version in deciding any issues or disputes which arise under this Agreement.

54 INTERPRETATION

Validity If a court or an arbitrator finds that any part of this Agreement is not valid, or is illegal or impossible to enforce, that part of this Agreement will be treated as being deleted, and the rest of this Agreement will not be affected.

Entire Agreement This Agreement, including any schedules, exhibits or attachments hereto constitutes the entire agreement between the Parties with respect to the transactions contemplated hereby and supersedes all prior or contemporaneous understandings and agreements of the Parties (whether written or oral) relating to the subject matter of this Agreement.

Construction In this Agreement, unless the context otherwise requires: (a) references to sections, exhibits. attachments and schedules are to those in, of and to this Agreement and headings are inserted for convenience only: (b) words importing the plural will include the singular, and vice versa; (c) references to a 'person' will be construed as including references to an individual, company, enterprise, firm, partnership, joint venture, association or organization, whether or not having separate legal personality; (d) use of the word 'will' as an action attributable to a Party means the Party agrees to, will, promises to and covenants to take the actions following or connected to the use of the word 'will;' (e) use of the word 'may' as an action attributable to a Party means that Party has the right, but not the obligation, to take the action following or connected to use of the word 'may;' and (f) references to 'it,' 'its,' 'they,' 'their,' and 'them,' will be construed as including any generic, omni-gender pronoun such as she, hers, her, he, his, him, it, its, they, their and them.

DEFINITIONS

The following words and expressions will have the meanings given them below when used in this Agreement:

Abandoned Property has the meaning given in Section 27. Absentee Bid has the meaning given in Section 13. Agreement has the meaning given in the Preamble. All Charges has the meaning given in Section 8.1(c). Authorship Warranty has the meaning given in Section 42.1(b). ${\bf Bidding\,Increments}$ has the meaning given in Section 11. ${\bf Bidding}$ Platforms has the meaning given in Section 13.4(a). buyer has the meaning given in the Preamble. Buyer Costs has the meaning given in Section 18.1(c). Buyer's Premium means the following for any lot: (a) 25% of the Hammer Price (or part thereof) up to and including \$250,000; (b) 20% of the Hammer Price (or part thereof) in excess of \$250,000 up to and including \$3,000,000; and (c) 12% of the Hamme Price (or part thereof) in excess of \$3,000,000. Contingency Bid has the meaning given in Section 13.1(b). Dispute has the meaning given in Section 51. Enforcement Costs has the meaning given in Section 19. Hammer Price means the price for a lot (a) established by the last bidder and acknowledged by the auctioneer before dropping the hammer or gavel or otherwise indicating the bidding on such lot has closed; or (b) achieved through a Private Sale. Limited Warranty has the meaning given Section 42.1(a). lot has the meaning given in the Preamble. Lot Particulars means provisions, terms, conditions or information about a lot, an auction or a sale that Rago/Wright provides in a catalogue, supplemental statements about a lot or an auction, or at the auction or prior to a bid being accepted. lots has the meaning give the Preamble. our has the meaning given in the Preamble. Partial Loss means a lot which has been partially damaged or lost and has, as a result, depreciated in value, in Rago/Wright's insurer's opinion, by less than fifty percent (50%) of its original value. Parties has the meaning given in the Preamble. Party has the meaning given in the Preamble. Plus Bid has the meaning given in Section 13.1(b). Private Sale means a non-public, discrete sale of a lot to a buyer other than through an auction. Property has the meaning given in the Preamble. Purchased Lot means any lot you have agreed to purchase from or through Rago/ Wright under the terms of this Agreement. Rago/Wright has the meaning given in the Preamble. remote has the meaning given in Section 21. Reserve has the meaning given in Section 12. Retrieval Period has the meaning given in Section 26. Sale Date has the meaning given in Section 24. Sale Fees has the meaning given in Section 18.1(b). Security Interest has the meaning given in Section 32. Storage Fee has the meaning given in Section 26. Total Loss means a lot (a) which has been lost; or (b) which has been damaged and has, as a result, depreciated in value, in Rago/Wright's insurer's opinion, by more than fifty percent (50%) of its original value. us, has the meaning given in the Preamble. we, has the meaning given in the Preamble. Winning Bid has the meaning given in Section 5. you, has the meaning given in the Preamble. your, has the meaning given in the Preamble

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AUCTION/CHICAGO

12 March 2020 12 pm central

EXHIBITION/NEW YORK

4-12 March 2020 10 am-6 pm Monday-Saturday 507 W 27th Street, New York NY 10001

EXHIBITION/CHICAGO

5-12 March 2020 10 am-5 pm Monday-Friday or by appointment



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BIDDING

Register for phone, absentee or live online bidding at wright20.com

ADDITIONAL BID ASSISTANCE

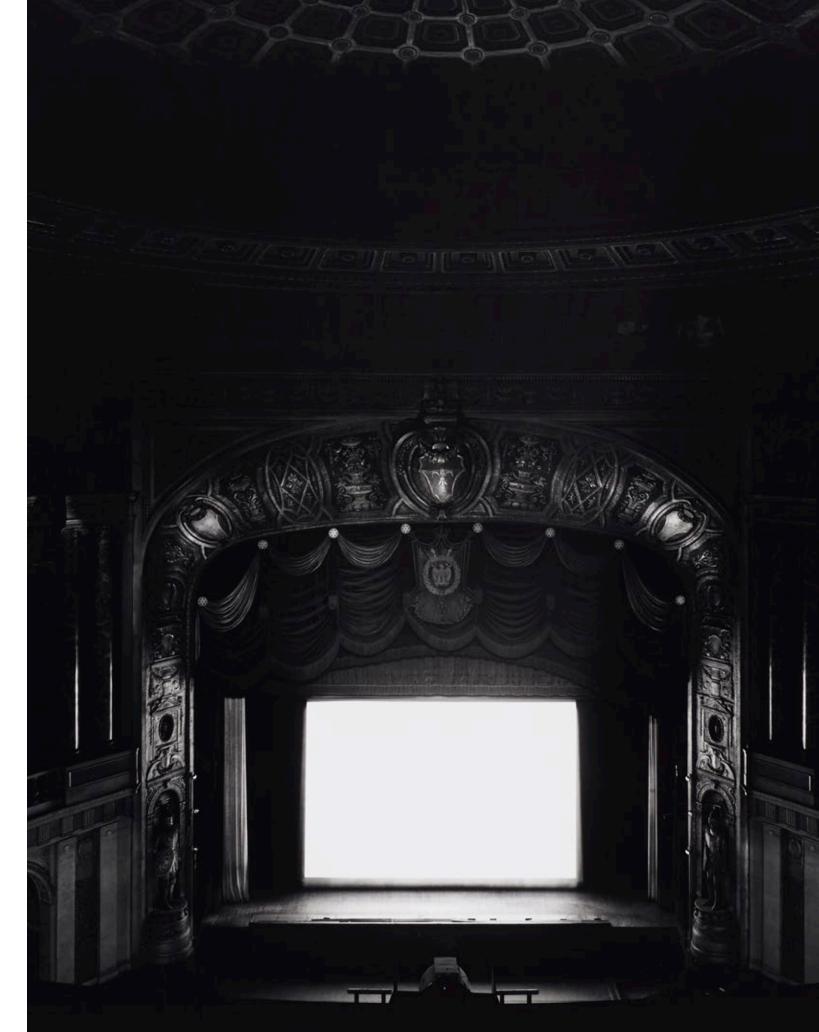
Eliane Talec | 607 397 9374 | eliane@ragoarts.com Guy Benthin | 607 397 9374 | guy@ragoarts.com Wright Bid Department | 312 563 0020 | bid@wright20.com

CONDITION REPORTS

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